



Request For Quotation

Reference Number	195423	Issue Date:	10/11/2011
		Closing Date:	16:00 EST 10/18/2011

Supplier

VENDOR: INSERT COMPANY NAME

Buyer: Jocelyn St-Amand
 Telephone: 867-975-6443
 Email: jstamand@gov.nu.ca
 Fax: 867 975-5450

1. For the purpose of this Request for Quotation the provisions of the NNI Policy apply.
2. In order to be considered, all quotations must be on this form and signed by an authorized representative.
3. The NNI Policy that provides a percentage incentive to approved companies applies to this RFQ.
4. Total net bids for items offered should be shown on this page.
5. The lowest of any quotation will not be necessarily accepted. The GN reserves the right to cancel this Request for Quotation or to re-issue for any reason and the GN shall incur no liability nor shall the bidder have any legal recourse.
6. Please quote all prices in: *Canadian Dollars*

Supplier Instructions:

FOB: Ottawa, ON

SUBJECT COMMUNITY: IQALUIT, NU. FOR FURTHERANCE TO IQALUIT VIA AIR FREIGHT.

Item	Unit	Description	Delivery Required	Unit Price	Quantity	Amount
1	EACH	SHARPS ENO ONE 2810-A-FWA-UST INCLUDES BOARD MOUNTING MATERIALS AND PROJECTOR PJ920 W/ARM	11/8/2011		1	
2	EACH	POLYVISION 12" MAGNETIC MARKER TRAY	11/8/2011		1	
3	EACH	POLYVISION ENO MINI SLATE WITH COMPLETE STYLUS KIT	11/8/2011		1	
4	EACH	FREIGHT COST TO FOB POINT	11/8/2011		1	

- 1) THE GN RESERVES THE RIGHT TO USE GN AIRFRIEGHT TERMS & CONDITIONS -WHICH WILL BE ATTACHED TO SUCCESSFUL PROPONENTS BID UPON AWARD FROM FOB TO NNI SUBJECT COMMUNITY.
- 2) ATTACHED ARE APPENDIX A - INSTRUCTIONS TO BIDDERS / DECLARATION OF CONFORMITY & APPENDIX B - TERMS & CONDITIONS..

THIS IS NOT A PURCHASE ORDER

TOTAL

Specify Delivery Lead Time: _____

Authorized Signature: _____

Request For Quotation

Issue Date
10/11/2011

Requisition Number
195423

Item	Unit	Description	Delivery Required	Unit Price	Quantity	Amount
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THIS IS NOT A PURCHASE ORDER

TOTAL

Specify Delivery Lead Time: _____

Authorized Signature: _____



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Government of Nunavut
Nunavut Kavamanga
Gouvernement du Nunavut

GN ACCOUNT: GOC133CW
RFO # 195423

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 way bill, 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 G.N. will consider the supplier in default. The G.N. 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 G.N. Any such amount shall be borne by the supplier in full.

THE SUPPLIER MUST

1. PLACE THE PURCHASE ORDER NUMBER ON THE OUTSIDE OF EACH PACKAGE, CRATE OR PALLET.
2. PLACE THE GN 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.

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.

The supplier must provide the following information for each pallet, crate, skid, etc. Ordered for Air Carrier transport to the ultimate destination:

AIRPORT LOCATION:

OTTAWA, ON

AIR CARRIER:

**MACDONALD-CARTIER INTERNATIONAL
CANADIAN NORTH CARGO
140 THAD JOHNSON RD
OTTAWA, ON, K1V 0R4
Tel : 1-613-248-9438
yowcargo@cdn-north.com
mlang@cdn-north.com**

DESTINATION: IQALUIT, NUNAVUT

FOR FURTHERANCE TO:

**APPENDIX A
INSTRUCTIONS TO BIDDERS
REQUEST FOR QUOTATIONS**

Reference Number

RFQ # 195423

(please refer to this number when making inquiries)

1. All submitted tenders are valid and open for acceptance by the GN for a period of ninety (90) days from the closing date and time.
2. This is an open and public bidding process. After tender closing, the GN may make public vendor name and total bid price.
3. The lowest or any tender will not necessarily be accepted. The GN reserves the right to cancel this tender, in whole or in part, at any time and to re-issue same thereafter, for any reason whatsoever, without incurring any liability and no bidder will have any claim against the GN as a consequence.
4. **FACIMILE TENDERS** will be accepted for this tenders call at the option of the vendor in accordance with the conditions contained herein:
 - a) Transmissions must be received on or before the exact time and date fixed for the reception of tenders will not be considered.
 - b) Transmissions must be sent only to the facsimile number identified on the tender forms.
 - c) The bidder has the obligation to confirm with the recipient that the transmission has been received.
 - d) While we will undertake to handle your facsimile tender in a secure manner, it is impossible to guarantee the confidentiality of information contained therein.
 - e) In the instance of multi-page facsimile tenders, such tenders will not be considered received until the transmission has been completed, which must occur prior to the stated closing time and date.
 - f) The GN shall not be held liable for any claim, demand or other actions for any reason should a facsimile transmission be interrupted, not received in its entirety, received after stated closing time and date, received by any other facsimile unit other than that stated herein, or for any other reasons.
5. Tenders shall be opened and evaluated as soon as practicable after the tender closing time.
6. The supplier shall state gross shipping weight as well as height, width and length dimensions in metric.
7. Where one or more F.O.B. points are detailed in this request for quotation and /or specification documents, tendered prices must be shown for each stated F.O.B. point and shall include appropriate costs.
8. All prices must include charges for containers, packing, cartage to the F.O.B. point and the GN will accept no separate additional charges.
9. Where “trade-ins” are involved, the amount of credit offered for the trade-in must be stated separately from the tender offer for the required item(s). Trade-in offers may not necessarily be accepted.
10. One of the priorities of the GN is to ensure Nunavut and local materials, equipment and labour are used to the fullest extent practical on any GN contract. Therefore, the NNI Policy, applies to this tender. Additional incentives are available to registered suppliers in the community/communities identified in the tender document.
11. Failure to complete any clause, answer any question, submit and return every page of this Request for Quotations may result in your tender being rejected as non-responsive, the bidder determined to be lacking the responsibility to assure proper performance of any contract, or both.
12. This tender will be evaluated based on unit price times the estimated quantity (s) rather than total tender price if the quantity (or quantities as the case may be) are explicitly stated as estimates only. Where there is discrepancy between the unit price and the total based on an estimated quantity, the unit price shall govern. The contract price will be based upon the actual quantity ordered by the purchase order, services request, count or measurement times the unit price tendered.
13. The only authorized contact in relation to this RFQ or this RFT is **Jocelyn St-Amand, Procurement Officer**. All requests for additional information or instructions concerning the RFQ and the preparation of Quotations or Tenders should be sent in writing and received by NU at least **three (3)** working days before the Closing Date. Send questions in writing to attention: **Jocelyn St-Amand , Procurement Officer. Fax: (867) 975-5450, email: jstamand@gov.nu.ca.**
14. Verbal responses to any enquiry cannot be relied upon and are not binding on any party.

**APPENDIX B
TERMS AND CONDITIONS
REQUEST FOR QUOTATIONS**

Reference Number

RFQ # 195423

(please refer to this number when making inquiries)

DEFINITION: For the purpose of this contract;

- i) "Contracting Authority" means the minister of Community & Government Services Government of Nunavut or his/her authorized designate;
- ii) "Contractor" and "Supplier" means a legal entity which has been awarded contract;
- iii) "GN " means the Government of Nunavut.
- iv) "Contract" means the agreement in the form required by the GN including a Purchase Order entered into with the contractor or supplier.
- v) "Minister" means GN as represented by its authorized employee.

1. It is a condition of any resultant contract that payment thereunder 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."

2. The GN having given written notice of a breach, may withhold or hold back in whole or in part any payment due the contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the contractor has failed to comply with or has in any way breached an obligation of the contractor. Any such holdbacks shall continue until the breach has been rectified to the satisfaction of the GN
3. Any information obtained from or concerning any department of the GN or clients of any department of the GN by the contractor, its agents or employees in the performance of any contract shall be confidential. The contractor shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the GN and in the possession of or under the control of the contractor. This clause shall remain in effect, notwithstanding the termination of any contract.
4. The contractor 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 or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the contractor under the contract, including an infringement or an alleged infringement of a patent or invention or any kind of intellectual property. The indemnities given by the contractor shall survive the termination of the contract.
5. Time and place of delivery shall be of the essence.
6. The contractor 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 contractor for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the contractor's control.
7. In the event that the contractor is, in the opinion of the Contracting Authority, in default in respect of any of his obligations under the contract hereunder the GN may do any act as it deems necessary to rectify such default and the GN may deduct or set off the cost of such rectification against any payment due the contractor.
8. The GN may set off any payment due to the contractor pursuant to this contract against any monies owed by the contractor to the GN pursuant to this contract or otherwise.
9. Any clarification of or amendment or alteration to any term or condition of the contract can be made by the Contracts Authority and no one else.
10. The contractor warrants that any tender or proposal that resulted in award of the contract was submitted without collusion between the contractor and any other competitor.
11. This contract supersedes all communications, negotiations and agreements, either written or oral, made prior to the date of the contract unless expressly referred to or adopted thereby.

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12. Nothing contained herein shall create or shall be deemed to create the relationship of either employer and employee or principal and agent between the parties.
13. This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in the Nunavut.
14. No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
15. The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
16. In the event that any actual or potential labour dispute delays or threatens to delay timely performance of this contract, the contractor agrees forthwith to give written notice of such dispute to the Contracting Authority and the GN may terminate this contract without penalty, expense or liability upon giving written notice to this effect to the contractor.
17. Delivery of the goods required must be made within the time and manner stipulated in the contract documents.
18. The GN may terminate the contract if the goods are not delivered by the agreed delivery date. In the event the contract must be terminated, the GN reserves the right to exercise all available remedies including, but not limited to the recovery of damages.
19. Failure to comply with any condition may result in cancellation of the contract with no liability on the part of the GN for any losses, damages, expenses or costs incurred by the contractor.
20. The GN may terminate this contract at any time without penalty upon giving written notice to this effect to the contractor if, in the opinion of the Contracting Authority, the contractor is unable to deliver the products or goods as required, the contractor's performance of work is persistently faulty or in the event that the contractor becomes insolvent or commits an act of bankruptcy. This contract shall terminate as of the day for termination set out in the written notice and the contractor shall forthwith invoice the GN for work performed to the date of termination.
21. 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.
22. This contract shall enure to the benefit of and be binding on the respective administrators, executors, successors and assigns of each of the parties hereto.
23. Goods supplied will be subject to inspection and may be rejected if they do not meet specifications or are in any way unfit for the purpose or use intended, and shall be returned to the contractor.
24. 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 contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the property") shall vest in the GN and the contractor hereby absolutely assigns to the GN the copyright in the property for the whole of the term of the copyright.
25. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event of any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.
26. Payment: Provided all terms and conditions on the part of the Contractor 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.
27. Provided all terms and conditions on the part of the contractor have been complied with, invoices from a Nunavut Business, as defined by the NNI Policy, shall be paid twenty (20) calendar days after receipt of the invoice, or twenty calendar days after receipt of the goods, whichever is later.

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28. The GN does not accept any condition, reservation, customary or otherwise, subject to which the contractor may purport to sell, ship or deliver the goods other than those stated herein.
29. The contract may not be assigned or subcontracted by the contractor, either in whole or in part, without the prior written agreement 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 contractor from a third party and in such an instance it shall not be considered to be assigned or subcontracted for the purpose of this article.
30. The contractor will be responsible for obtaining all permissions, rights or licenses from all agencies, levels of government and/or government departments which may be necessary or required by any law in order for the contractor to carry out the terms of the contract.
31. The reference numbers on contracts 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.
32. The contractor warrants that all materials delivered are 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 contractor, any materials which are defective or do not comply with the said specifications, drawings and samples.
33. The contractor shall ensure that any goods or materials classified as "DANGEROUS GOODS" pursuant to either the Transportation of Dangerous Goods Acts, (Canada), or the Transportation of Dangerous Goods Act (Nunavut), shall be properly packaged, labelled, and shipped in accordance with such Acts.
34. The contractor 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 (Nunavut) as amended.
35. The Electrical Protection Act (Nunavut) prohibits the sale, installation or use of uncertified electrical products in Nunavut. Therefore, any items or products provided by the contractor 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).
36. The contractor shall maintain insurance of a type and in an amount satisfactory to the GN confirmed by an exchange of letters, collateral to and forming part of this contract.
37. Unless otherwise stated, equivalents to the items detailed in this document are encouraged. Where materials are required to conform to "Standards Specification" (eg. 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 but does not prevent bidders from offering alternative proposals nor does it preclude the Government from considering or accepting same. However, bidders should provide, with the tender, documents that clearly show that the alternative(s) offered are equal or exceed the standards specified. The GN, in its sole discretion reserves the right to accept or reject the alternative offered as responsive or not responsive as the case may be.
38. **FOR PRINTING ORDERS ONLY:** Variations in quantity of items supplied shall comply with the following:

Under-runs: The contractor shall provide the full quantity ordered.

Over-runs: The contractor may ship in excess of the quantity ordered as follows:

Order Quantity	Maximum Over-run
0 – 5000	5%
5001 – 50000	2.5%
50001 – 100000	2%
100001 and over	1%

Over run charges shall be limited on run-on/variable costs, exclusive of all set up and fixed cost elements.