



General Conditions – Standing Offers – Goods or Services

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01 Interpretation

In the Standing Offer, unless the context otherwise requires,

"Call-up" means an order issued by a Nasittuq representative authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Bidder constitutes acceptance of its offer and results in the creation of a contract between Nasittuq Corporation and the Bidder for the goods, services or both described in the Call-up;

"Nasittuq" means Nasittuq Corporation acting on behalf of the Government of Canada;

"Bidder" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Nasittuq under the Standing Offer;

"Standing Offer" means the written offer from the Bidder, the clauses and conditions set out in the Standing Offer, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Contract Authority" means the person designated as such in the Standing Offer, or by notice to the Bidder, to act as the representative of Nasittuq in the management of the Standing Offer.

02 General

The Bidder acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer does not obligate or commit Nasittuq to procure or contract for any goods, services or both listed in the Standing Offer. The Bidder understands and agrees that Nasittuq has the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

03 Offer

1. The Bidder offers to provide and deliver to Nasittuq the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Nasittuq representative may request such goods, services or both, in accordance with the conditions listed at subsection 2, below.

2. The Bidder understands and agrees that:

- a. a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
- b. Nasittuq's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
- b. the Standing Offer cannot be assigned or transferred in whole or in part;
- c. the Standing Offer may be set aside by Nasittuq at any time.

04 Call-ups

If applicable, the Nasittuq representative will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means.

05 Withdrawal

In the event that the Bidder wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Bidder must provide no less than thirty (30) days' written notice to the Contract Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by the Contract Authority and the withdrawal will be effective at the expiry of that period. The Bidder must fulfill any and all call-ups which are made before the expiry of that period.

06 Revision

The period of the Standing Offer may only be extended, or its usage increased, by the Contract Authority issuing a revision to the Standing Offer in writing.

07 Disclosure of Information

The Bidder agrees to the disclosure of its standing offer unit prices or rates by Nasittuq, and further agrees that it will have no right to claim against Nasittuq, their employees, agents or servants, in relation to such disclosure.