



Standard Instructions – Request for Standing Offers

Goods or Services – Competitive Requirements

ID#	NAS-SI-RFSO-300
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General Information

A Request for Standing Offer (RFSO) is an invitation to suppliers to provide Nasittuq with an offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit Nasittuq to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by Nasittuq of a Standing Offer to successful suppliers does not constitute an agreement by Nasittuq to order any or all of the goods, services or both offered.

TEXT

- 01 Offer
- 02 Definition of Bidder
- 03 Legal Capacity
- 04 Submission of Offers
- 05 Bidder Costs
- 06 Rights of Nasittuq
- 07 Communications – Solicitation Period
- 08 Price Justifications
- 09 Conduct of Evaluation
- 10 Entire Requirement
- 11 Bidders Understanding of the Documentation

01 Offer

1. Bidders must a) respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the RFSOs, Standing Offers and resulting contracts, c) submit offers and enter into contracts only if they will fulfill all obligations of the Contract.

2. Bidders further understand that, Nasittuq will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Nasittuq. If it is determined, after issuance of a Standing Offer, that the Bidder made a false declaration, Nasittuq will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Bidder will be required to diligently maintain up-to-date the information herein requested.

3. By submitting an offer, the Bidder understands that the RFSO may not be used for any other purpose than for the submission of an offer to Nasittuq.

4. By submitting an offer, the Bidder certifies that the offer was prepared and submitted without connection, comparison of figures or arrangements with any other Bidder who submits an offer in response to the RFSO.

02 Definition of Bidder

"Bidder" means the person or entity submitting an offer to provide goods, services or both under a call-up resulting from a standing offer. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

03 Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Standing Offer Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting an offer as a joint venture.

04 Submission of Offers

1. Nasittuq requires that each offer, at closing date and time or upon request from the Standing Offer Authority, be signed by the Bidder or by an authorized representative of the Bidder. If an offer is submitted by a joint venture, it must indicate clearly that it is a joint venture and provide the following information:

- a. the name of each member of the joint venture;
- b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- c. the name of the joint venture, if applicable.

2. It is the Bidders responsibility to:

- a. obtain clarification of the requirements contained in the RFSO , if necessary, before submitting an offer;
- b. prepare its offer in accordance with the instructions contained in the RFSO;
- c. submit by closing date and time a complete offer;
- d. send its offer only to Nasittuq as specified in the RFSO;
- e. ensure that the Bidders name, return address, RFSO number, and RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer; and,
- f. provide a comprehensible and sufficiently detailed offer, including all requested pricing details, which will permit a complete evaluation in accordance with the criteria set out in the RFSO.

3. Offers will remain open for acceptance for a period of not less than one hundred and twenty calendar (120) days from the closing date of the RFSO, unless specified otherwise in the RFSO. Nasittuq reserves the right to seek an extension of the offer validity period from all responsive Bidders in writing. If the extension is accepted by all responsive Bidders, Nasittuq will continue with the evaluation

of the offers. If the extension is not accepted by all responsive Bidders, Nasittuq will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the RFSO.

4. Offers and supporting information must be in the English language and should use the Metric (S.I.) system of measurement.

5. Offers received on or before the stipulated RFSO closing date and time will become the property of Nasittuq and will not be returned. Confidentiality of the contents of all bids will be ensured by Nasittuq subject to the provisions of relevant Freedom of Information/Protection of Privacy legislation.

6. Unless specified otherwise in the RFSO, Nasittuq will evaluate only the documentation provided with a Bidder's offer. Nasittuq will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.

7. An offer cannot be assigned or transferred in whole or in part.

05 Bidder Costs

No payment will be made for costs incurred in the preparation and submission of an offer in response to the RFSO. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Bidder associated with the evaluation of the offer, are the sole responsibility of the Bidder.

06 Rights of Nasittuq

Nasittuq reserves the right to:

- a. reject any or all offers received in response to the RFSO;
- b. enter into negotiations with Bidders on any or all aspects of their offers;
- c. authorize for utilization any offer in whole or in part without negotiations;
- d. cancel the RFSO at any time;
- e. reissue the RFSO;
- f. if no responsive offers are received and the requirement is not substantially modified, reissue the RFSO by inviting only the Bidders who submitted an offer to resubmit offers within a period designated by Nasittuq; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Nasittuq.

07 Communications - Solicitation Period

To ensure the integrity of the competitive RFSO process, enquiries and other communications regarding the RFSO must be directed only to the Contract Authority identified in the RFSO. Failure to comply with this requirement may result in the offer being declared non-responsive.

To ensure consistency and quality of information provided to Bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to Bidders to which the RFSO has been sent, without revealing the sources of the enquiries.

08 Price Justification

In the event that the Bidder's offer is the sole responsive offer received, the Bidder must provide, on Nasittuq's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Nasittuq; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Nasittuq.

09 Conduct of Evaluation

1. In conducting its evaluation of the offers, Nasittuq may, but will have no obligation to, do the following:

- a. seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFSO;
- b. contact any or all references supplied by Bidders to verify and validate any information submitted by them;
- c. request, before issuance of any standing offer, specific information with respect to Bidders legal status;
- d. conduct a survey of Bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFSO;
- e. correct any error in the extended pricing of offers by using unit pricing and any error in quantities in offers to reflect the quantities stated in the RFSO; in the case of error in the extension of prices, the unit price will govern.
- f. verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties;
- g. interview, at the sole costs of Bidders, any Bidder and/or any or all of the resources proposed by Bidders to fulfill the requirement of the RFSO.

2. Bidders will have the number of days specified in the request by the Contract Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the offer being declared non-responsive.

10 Entire Requirement

The RFSO contains all the requirements relating to the request for offers. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFSO. Bidders should also not assume that their existing capabilities meet the requirements of the RFSO simply because they have met previous requirements.

11 Bidders Understanding of the Documentation

No Bidder will claim at any time after submission of its offer that there was any misunderstanding with respect to the conditions imposed by the terms of either the RFSO or the resultant Standing Offer and Call Up.