

 NAS-GC-SO-400 Template General Conditions for Standing Offer Contract	Document Number:		
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## General Conditions - Standing Offers - Goods or Services

<b>ID#</b>	<b>NAS-GC-SO-400</b>
<b>Effective Date</b>	<b>April 1, 2022</b>

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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 Offeror constitutes acceptance of its offer and results in the creation of a contract between Nasittuq Corporation and the Offeror for the goods, services or both described in the Call-up;

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

"Offeror" 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 Offeror, 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;

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

## **02 General**

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer does not oblige or commit Nasittuq to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror 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.

All clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference into and form part of the Standing Offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

## **03 Offer**

1. The Offeror 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 Offeror 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;
- c. the Standing Offer cannot be assigned or transferred in whole or in part; and
- d. 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. Requests for 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 Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than thirty (30) days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror 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 Standing Offer Authority issuing a revision to the Standing Offer in writing.

## **07 Disclosure of Information**

The Offeror 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, the Standing Offer Authority, their employees, agents or servants, in relation to such disclosure.

## **08 Joint Venture**

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Nasittuq.

## **09 Access to Information**

Records created by the Offeror, and under the control of the Standing Offer Authority, are subject to federal or provincial/territorial access to information and privacy laws as applicable. The Offeror acknowledges the responsibilities of the Authorized Users under these laws and must, to the extent possible, assist the Authorized Users in discharging these responsibilities.

Furthermore, the Offeror acknowledges that section 67.1 of the [Access to Information Act](#), R.S.C. 1985, c. A-1, or its equivalent at the provincial/territorial level, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#), or its equivalent at the provincial/territorial level, is guilty of an offence and is liable to imprisonment or a fine, or both.

## **10 Default by the Offeror**

1. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.

2. If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made

against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

## **11 Code of Conduct for Procurement**

The Offeror agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.