NAS-SI-100
Standard Instructions - Goods and Services
Competitive Requirements

ID#	NAS-SI-100
Effective Date	April 26, 2023

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1 Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

2 Submission of Bids

2.1 Nasittuq requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder and binds the Bidder to the statements made in its bid. If a bid is submitted by a joint venture, it must 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; and

c) The name of the joint venture, if applicable.

If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any resulting contract.

It is the Bidder's responsibility to:

a) Obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;

b) Prepare its bid in accordance with the instructions contained in the bid solicitation;

c) Submit by closing date and time a complete bid;

d) Send its bid only to Nasittuq as specified in the bid solicitation;

e) Ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the email submission or the envelope or parcel(s) containing the bid; and

f) Provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

2.2 Bids will remain open for acceptance for a period of not less than one hundred and twenty (120) calendar days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. The bid is binding and irrevocable within the bid validity period and if the bid is selected, the Bidder will enter into a contract with Nasittuq. Nasittuq reserves the right to seek an extension of the bid 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 bids. If the extension is not accepted by all responsive Bidders, Nasittuq will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

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

2.4 Bids received on or before the stipulated bid solicitation 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.

2.5 Unless specified otherwise in the bid solicitation, Nasittuq will evaluate only the documentation provide with a Bidder's bid. Nasittuq will not evaluate information such as references to Website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid. The Bidder will not be allowed to change the wording or content of its bid after closing and no words will be added to the bid, including changing the intent or content of the presentation of the bid, unless requested by Nasittuq.

2.6 A bid cannot be assigned or transferred in whole or in part.

3 Late Bids

Nasittuq will return or delete bids delivered after the stipulated solicitation closing date and time. For late bids submitted, the physical bid will be returned and for bids submitted electronically, the late bids will be deleted. Records will be kept documenting the transaction history of all late bids submitted.

4 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 Contracting 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 a bid as a joint venture.

5 Rights of Nasittuq

Nasittuq reserves the right to:

a) Reject any or all bids received in response to the bid solicitation. Nasittuq is not obligated to any Bidder until a contract with the successful Bidder is signed by Nasittuq;

b) Enter into negotiations with Bidders on any or all aspects of their bids;

c) Accept any bid in whole or in part without negotiations;

d) Cancel the bid solicitation at any time;

e) Reissue the bid solicitation;

f) If no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designed by Nasittuq;

g) Negotiate with the sole responsive Bidder to ensure best value to Nasittuq;

h) Not be bound to accept the lowest priced bid; and

i) If Nasittuq determines that the prices offered by the sole responsive Bidder does not represent good value to Nasittuq, Nasittuq reserves the right to reject the bid or negotiate with the Bidder.

6 Communications – Solicitation Period

During the solicitation period, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid 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 bid solicitation has been sent, without revealing the sources of the enquiries.

7 Price Justification

In the event that the Bidder's bid is the sole responsive bid 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 sole 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.

8 Bid Costs

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

Nasittuq will not be responsible for any costs incurred by any Bidder during the RFP process.

9 Conduct of Evaluation

9.1 In conducting its evaluation of the bids, 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 bid solicitation;

b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;

c) request, before award of any contract, 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 bid solicitation;

e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; 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 bid solicitation.

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

10 Conflict of Interest

10.1 In order to protect the integrity of the procurement process, bidders are advised that Nasittuq may reject a bid in the following circumstances:

a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;

b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

10.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains

however subject to the criteria established above.

10.3 Where Nasittuq intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Nasittuq's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

11 Entire Requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. 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 bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

12 Bidders Understanding of the Documentation

Each Bidder must satisfy itself as to the practicability of completing all portions of the Work successfully within the stipulated times. This should be accomplished by the Bidder's own study of the Technical Specifications and other documents provided to Bidders. No Bidder will claim at any time after submission of its bid that there was any misunderstanding with respect to the conditions imposed by the terms of either the RFP or the resultant Contract Documents.

13 Code of Conduct for Procurement

The *Code of Conduct for Procurement* provides that Bidders must respond to Requests for Proposals in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFP and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a proposal, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement, may render the offer non-responsive.