



TERMS AND CONDITIONS FOR REQUEST FOR QUOTATIONS

1. Quotations may be accepted or rejected in whole or in part and may be accepted on a lowest per item and/or destination or group of items and/or destinations or on a lowest aggregate price basis. The lowest or any quotation will not necessarily be accepted.
2. Prices include packing, cartage and loading charges, unless otherwise specified in the quotation.
3. Payment will be made only in Canadian Funds and interest will not be paid on any sum overdue.
4. The following provisions shall form part of the contract:

Section 1

The supplies and/or services specified in this contract shall be subject to acceptance by The Corporation at destination following delivery. If this contract provides for a particular place or manner of delivery, such delivery shall not be complete unless or until made in accordance therewith.

Section 2

Without restricting any warranty stipulated or implied by law, the supplier shall at its own expense replace any articles, parts or materials which or any time within three months from delivery thereof become defective as the result of faulty or inefficient manufacture, materials or workmanship.

Section 3

Time shall be deemed to be of the essence of this contract.

Section 4

The supplier shall not assign or sublet the contract or any of the work without the prior written consent of The Corporation, provided that the supplier may sublet such portions of the work as are usually sublet in similar cases.

Section 5

- (1) To the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out the work, the supplier shall use Canadian labour, parts and materials in carrying out the work.
- (2) Subject to subsection (1) the supplier shall employ labour from the locality where the work is being executed if it is available.

Section 6

The supplier shall comply with provisions of applicable Provincial and Canadian labour and employment laws.

Section 7

No member of the House of Commons shall be admitted to any share or part of the contract or to any benefit to arise therefrom.

Section 8

- (1) The Corporation may, by giving notice to the supplier, terminate the contract as regards the work not theretofore completed. Upon such notice being given the supplier shall cease the work and shall be entitled to be paid for all finished work; subject to acceptance, on the basis of the contract price and in respect of work not completed the supplier shall be entitled to be reimbursed the actual cost to the supplier of such uncompleted work and to receive in addition an amount representing a fair and reasonable profit in respect of work done thereon, not exceeding, however, the contract price.
- (2) Title of all materials, parts or work in process in respect of which reimbursement is made to the supplier as herein provided shall upon such reimbursement being made pass to and vest in The Corporation.
- (3) The supplier shall have, no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by The Corporation under or pursuant to the provisions of this Section, except to the extent in this Section expressly provided.

Section 9

With respect to Personal Information, the Contractor shall comply with the *Personal Information Protection and Electronic Documents Act, 2001* (PIPEDA) and any other applicable laws or regulations concerning the protection of privacy. The Owner will handle any Personal Information provided by the Contractor in the course of providing services to the Owner in accordance with the Owner's Privacy Policy and the PIPEDA.



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5. If required, the vendor will enter into a formal contract with The St. Lawrence Seaway Management Corporation containing such terms and conditions (not inconsistent with the terms and conditions of this quotation) as may be required by The Corporation. Unless and until such a formal contract is entered into, this quotation and any acceptance of quotation by The Corporation shall together be the complete and only contract.
6. In the event of any change, after the date of the submission of the quotation by the supplier, in any tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or the Customs Tariff, the amount of the contract price shall
 - a) be increased where the cost to the supplier of any of the materials incorporated or to be incorporated into the work has been increased by virtue of the change,
 - b) be increased where the cost of the supplier of any of the materials incorporated or to be incorporated into the work has been decreased by virtue of the change,

by any amount equal to the amount of the increase or decrease, as established by examination of the relevant records of the supplier, that is directly attributable to the change in the tax levied on such materials.

For the purpose of determining the adjustment, where such tax is changed after the date of submission of the quotation by the supplier, but public notice of such change has been given by the Minister of Finance before that date, the change shall; for this purpose, be deemed to have occurred before the date of submission of the quotation.