

KEQ	UEST FOR QUOTATION - GENERAL THRE	SHOLDS		OK SE	KVIC	E3 BELUV	VINVVPIA					
Issue Da												
	Submit quotations to the ISSUING OF	FICE before	3:00 pn	n CST on: Ju	ly 28, 20)22						
ISSUING	G OFFICE:	FOR MORE	INFORN	//ATION, CO	NTACT:							
Saskatc	hewan Power Corporation	Name:	Name: Iain Wright									
	ission Operations Support, Regina Maintenance Center	Email:	Email: iwright@saskpower.com									
-	North, 2111 Albert St. N., SK S4R 3B8	Tel:	Tel: (306) 566-6795									
in section determinant the Delivery DELIVER DELIVER NOTE: rented to SaskPoorthe Control	CONFLICT OF INTEREST AND COLLUSIVE PRACTICE: The Contractor shall disclose any Conflict of Interest or Collusive Practice (as defined in section 1 of the attached General Conditions) in writing to SaskPower at the time of submitting its quote. If a Contractor is later determined to have failed to disclose or insufficiently reported a Conflict of Interest and/or engaged in Collusive Practice(s), SaskPower may terminate or cancel the Contract. IMPORTANT: Contractor DOES NOT have any obligation to submit a quote. Providing a quotation WILL NOT commit SaskPower to obtaining all or any of the Deliverables from the Contractor or to otherwise deal exclusively with the Contractor in respect of all or any of the Deliverables. By signing this Request for Quotation, the Contractor acknowledges that it will be bound by the terms of the Contract, as defined below in the General Conditions, if SaskPower accepts the Contractor's quote for the Deliverables by the signature of its authorized representative below. DELIVERY OF DELIVERABLES: (Delivery of Goods is Delivered Duty Paid (Incoterms 2010) Delivery Destination: Same as "ISSUING OFFICE" address (above) DELIVERABLES (GOODS/SERVICES) DETAILS: (Quote all prices in Canadian Dollars. Federal (GST) and Provincial (PST) and Local Taxes Extra.) NOTE: If the Contractor is a non-resident of Canada and if any of the Work will be performed in Canada, or if equipment is being rented to SaskPower for use in Canada, non-resident withholding tax is required to be remitted to the Canada Revenue Agency. SaskPower will retain and remit the prescribed percentage of non-resident withholding tax to the Canada Revenue Agency unless the Contractor, prior to the start of the Work, provides SaskPower with an appropriate waiver exempting SaskPower from remitting											
Further https://	scribed withholding tax. details and waiver applications can be found www.canada.ca/en/revenue-agency/services/tax/interna/tax-treatment-non-residents-who-perform-services-cana	ational-non-i		_		_	-					
Are ther	e any Environmental Levy, Fuel Surcharge or other tax not listed	d? No		Yes, details:								
Item #	Description of Deliverables	Delivery Date		Quantity	UOM	Unit Price (\$)	Total Price (\$)					
1	Fabricate 138kV Switch Support, per T51-105 Sheet 3. Supply all materials as per drawing. Painting to be done by others. Supply mill certificates for steel. Supply QA/QC documents for welding.			5	Each							
2												
3												
4												
5												
6												
NOTE: Additional provisions and/or forms (safety specification, specifications, drawings, policies, standards, etc.) are ⊠ atta												
not	attached											
Last date that the quoted prices are valid: Delivery of Goods: weeks ARO (after receipt of order)												



Discount for early p days from the date	•		%) off the amount for kes advantage of the			-	y each validly submitted invo	ice net 30
CONTRACTOR DETA	AILS AN	ID QUOTATIONS S	UBMITTAL:					
Full Legal Business I				GST #:				
Address:					Email:			
City/Town:					Tel:			
Prov/State:					Fax:			
Contact Name:					Contact Title:			
					SASKA	TCHEWAI	N POWER CORPORATION	
Contractor Representative Signature		nature	Date of Quotation		Ву: _	Ву:		
					Name of	Signatory:		APPROVED
Name of Contractor Representative			Title of Contractor Repre	sentative				



GENERAL CONDITIONS

1. Definitions

"Alternative Terms" means any terms or conditions contained in any document which has been or may in the future be supplied to SaskPower by the Contractor which are in addition to, different from inconsistent with or attempt to vary this Contract, whether such terms or conditions are set forth in the Contractor's bid, proposal, order acknowledgement, invoice or otherwise disclosed to SaskPower; "Conflict of Interest" exists where the Contractor (or any officer, director, employee or shareholder capable of influencing the decisions of the Contractor) has a familial, business or close personal relationship with any SaskPower director, officer, employee or agent, (where "familial" means relationship as spouse, child, stepchild, brother/sister, grandchild, common-law partner(s), aunts/uncles and nieces/nephews); the contractor has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage; "Collusive Practice" means any of the following conduct engaged by the Contractor or any individual, firm, corporation or other entity that represents, acts for, is employed by, otherwise engaged with/by, the contractor: (a) direct or indirect communication or agreement to pay money to, or provide benefit to any other person, entity or Contractor with a view to ensure the Contractor's quote is more attractive or acceptable to SaskPower than the quote of any other Contractor, (b) direct or indirect discussion, communication, arrangement or agreement with any other person, entity or Contractor(s) in any manner that may, or may not be perceived to, have the effect of reducing competitions in respect of this Request for Quote; or (c) obtaining benefit or gain from SaskPower's acceptance of another Contractor's quote other than instances where multiple Contractors use the same subcontractor; "Contract" means the completed RFQ together with (a) the General Conditions, (b) other documents incorporated by reference; and (c) all other amendments to this Contract from time to time duly executed by the parties, but does not include Alternative Terms; "Contractor Data" means all drawings, specifications, designs, data, plans, reports, studies, calculations or other documents, whether in physical or electronic form, pre-designed by the Contractor with respect to the Deliverables and provided to SaskPower as part of the Deliverables; "Contract Price" means the aggregate or total contract price specified in the RFQ for the delivery of or performance of the Deliverables; "Deliverables" means the goods, services or both goods and services set out in the RFQ to be provided by the Contractor; "General Conditions" means these General Conditions; "GST" means the goods and services tax as provided for in the Excise Tax Act (Canada), or any successor or replacement Laws; "Information" means any specification, design, pattern, sample, personal information, or other proprietary technical, commercial or financial information provided by SaskPower to the Contractor; "Laws" mean all applicable federal, provincial and local laws, regulations, bylaws, rules, codes and permits; "PST" means the provincial sales tax as provided for in The Provincial Sales Tax Act (Saskatchewan), or any successor or replacement Laws; "Remedial Work" means the repair, modification or replacement of any Deliverables in breach of any condition, warranty, guarantee or covenant of this Contract, including removal and reinstallation of the defective goods, the re-performance of any defective services, and any other corrective measures required; "RFQ" means the Request for Quotation issued by SaskPower setting out the Deliverables to be supplied or performed by the Contractor; and "Site" means any premises occupied by SaskPower where the Deliverables are to be delivered or performed.

2. Engagement

The Contractor hereby agrees to supply and/or perform the Deliverables, as the case may be, in accordance with the terms of this Contract.

3. Delivery

Unless stated otherwise in this Contract: (a) all Deliverables, or any part thereof, must be delivered, performed and completed within any milestones or schedules specified in the Contract; and (b) if the Contractor becomes aware that it might make a late delivery or not meet a schedule, the Contractor must inform SaskPower immediately.

4. Inspection & Rejection

All Deliverables that are goods are subject to SaskPower's inspection and acceptance or rejection upon delivery. If rejected, SaskPower will hold the Deliverables at the Site for the Contractor to pick up at the Contractor's risk and expense. No payment for, inspection of, or acceptance of any Deliverables, including Deliverables that are services, will relieve the Contractor from its responsibility to provide Deliverables conforming to the Contract.

5. Title and Risk

Despite any shipping arrangement specified in this Contract, the Contractor shall have the risk of loss for all Deliverables that are goods shipped under this Contract until receipt and acceptance by SaskPower of such Deliverables at the Site, at which time title to and risk of loss with respect to such Deliverables will pass to SaskPower, free and clear of all liens, charges or encumbrances whatsoever.

6. Warranty Requirements

6.1 The Contractor acknowledges and agrees that: (a) it is familiar with and has the necessary skilled personnel, equipment, systems, materials and processes to meet all the requirements of the Contract; (b) all Deliverables

shall conform to and meet all applicable specifications, drawings, descriptions and all other requirements of this Contract; (c) unless otherwise stated in this Contract, all Deliverables that are goods shall be of good quality, new, undamaged and free from defects in design, materials and workmanship at the time the Deliverables are received at the Site; (d) Deliverables that are goods shall be fit and suited for SaskPower's purpose; (e) Deliverables that are services shall be performed in accordance with prudent industry standards for services of a similar nature in SaskPower's industry having regard to the requirements of this Contract and be free from defects at the time such services are performed.

6.2 If any defect or deficiency in, or failure of, the Deliverables occurs within 12 months from SaskPower's receipt of (in the event the Deliverables are goods) or Contractor's completion of the Deliverables (in the event the Deliverables are services), however caused or arising (excluding normal wear and tear where the Deliverables are goods), the Contractor shall perform, at the Contractor's expense, all Remedial Work necessary to correct such defect, deficiency or failure. For greater clarity, THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Taxes and Other Charges

7.1 Except as otherwise expressly stated in this Contract, the Contractor accepts the Contract Price as full compensation for everything furnished by the Contractor under this Contract and fulfillment of all the Contractor's obligations under this Contract. Subject to section 7.2 of these General Conditions, the Contract Price includes all duties, premiums, levies, contributions, assessments, freight charges, licensing fees, packing charges, insurance charges and any other charges whatsoever in connection with the Deliverables.

7.2 Contract Price is exclusive of any applicable PST and GST required to be levied on the Contract Price. The Contractor shall: (a) promptly pay or remit to the appropriate governmental authority when due all applicable PST and GST; and (b) indemnify and save harmless SaskPower from and against all such PST and GST or any assessments or other charges in relation to the Deliverables or this Contract that may be payable to any federal, provincial, local or other taxing authority having jurisdiction.

8. Invoicing and payment

As a condition of SaskPower's obligation to pay, each Contractor invoice must: (a) be only for the value of the Deliverables supplied as of the invoice date; (b) include separate subtotals for applicable GST and PST when applicable; (c) clearly list the Deliverables to which it relates; and (d) clearly indicate the discount available to SaskPower (if any) for making early payment in net 10 days. SaskPower may suspend payment for as long as any item remains outstanding. SaskPower will make payment of each correct invoice within 30 days after receiving it, less any agreed discounted amounts. Where applicable, payment of the Contractor's invoices will be subject to the requirements in *The Builders' Lien Act* (Saskatchewan) and the *Income Tax Act* (Canada), and the Contractor providing valid clearance certificates for Saskatchewan Workers' Compensation assessments and PST.

9. Compliance with Laws, Policies and Procedures

The Contractor shall comply with all Laws, and all applicable SaskPower policies or procedures communicated in writing in advance when performing any aspect of the Deliverables at the Site. The Contractor will obtain, at its expense, the necessary permissions, permits or licences required to perform its obligations under the Contract.

10. Intellectual Property

10.1 The Contractor warrants that the Deliverables and SaskPower's use, maintenance and repair of the Deliverables, will not infringe on any existing or pending patent, copyright, industrial design or other intellectual property right.

SaskPower

The Contractor grants to SaskPower a fully paid, non-exclusive, transferable, worldwide royalty free, irrevocable license to use the Contractor Data (including any intellectual property rights embodied in the Contractor Data) for the purposes of using, operating, repairing, making or having made replacement parts for, maintaining, upgrading, enhancing, altering or otherwise dealing with all or part of the Deliverables.

10.2 To the extent the Contract contemplates that the Contractor will prepare a report, study, or other documents (the "Documents") as part of the Deliverables, such Documents are works for hire and are SaskPower's sole property. The Contractor waives any moral rights it may have relating to the Documents. The Contractor may retain, in a secure location, one copy of the Documents solely for its records.

11. Confidentiality

Information obtained by the Contractor in connection with the supply of the Deliverables or performance of its obligations under the Contract is confidential. The Contractor will only use Information to fulfill its obligations under the Contract and the Contractor shall not disclose Information to any third party without SaskPower's specific written authorization. SaskPower may disclose the Contractor's name and the annual amount paid to the Contractor to the Provincial Auditor for Saskatchewan or as otherwise required by Law.

12. Timing and Delays

Time is of paramount importance to SaskPower. The Contractor will not be liable for delays in delivery or performance due to causes not within the Contractor's reasonable control, as long as the Contractor immediately notifies SaskPower in writing and the Contractor takes all reasonable steps to mitigate the effect of such delays. If a delay is or is expected to be more than 15 days, SaskPower has the option of cancelling its order for any part of the Deliverables by giving notice to the Contractor. If SaskPower exercises this option, it will have no liability, except for paying the purchase price stated in the Contract for Deliverables already received or performed as of the date the option is exercised.

13. Additional Instructions

SaskPower may provide the Contractor with additional instructions as necessary for the delivery or performance of the Deliverables. All such additional instructions must be consistent with the general scope and intent of this Contract and the Deliverables must be delivered or performed in conformity with such additional instructions. In giving such additional instructions, SaskPower may make minor changes in respect of the Deliverables, not inconsistent with the general scope and intent of this Contract.

14. Termination

SaskPower may terminate this Contract by providing written notice to the Contractor if the Contractor fails to comply with this Contract. SaskPower may also terminate the Contract for any Deliverables at any time without cause by giving the Contractor written notice. If SaskPower terminates without cause, SaskPower will reimburse the Contractor for any actual, reasonable direct costs the Contractor incurred for the completed Deliverables as of the effective date of the notice, together with all actual direct expenses, and charges reasonably incurred by the Contractor as a result of such termination. SaskPower shall have no further liability to the Contractor in relation to the Contract.

15. Set-off

SaskPower may withhold, set-off or deduct from any amount otherwise payable to the Contractor under the Contract any amount reasonably necessary to reimburse, indemnify or protect SaskPower from any amount owing by the Contractor to SaskPower pursuant to the Contract, or for any loss, damage or injury suffered by SaskPower, or claimed for by a third party that may be due to the Contractor's breach of the Contract, negligence, or intentional wrongdoing.

16. Limitation of Liability and Remedies

16.1 Regardless of any other provision of this Contract, either party's liability to the other in relation to this Contract, whether due to breach of contract, tort, negligence, warranty, strict liability or otherwise, is limited to the Contract Price, provided however, that this limitation does not apply to claims to the extent that such claims are covered by insurance proceeds recovered under any contract of insurance to be maintained in accordance with this Contract, or that would have been recovered but for the Contractor's failure to maintain such insurance.

16.2 Neither party will be liable to the other for consequential damages in relation to this Contract, including without limitation, for loss of profits, loss of revenue or loss of anticipated business provided however that this limitation does not apply to claims relating to fraud, reckless or intentional misconduct, or gross negligence. Unless otherwise expressly provided in this Contract, each party's rights and

remedies specified in this Contract are cumulative and are not exclusive of any other rights or remedies that a party may have, whether under this Contract, at law, in equity or otherwise.

17. Insurance

The Contractor shall maintain commercial general liability insurance and automobile liability insurance each with a limit of \$2,000,000 per occurrence. The terms of such insurance must be satisfactory to SaskPower, acting reasonably and the Contractor will provide SaskPower with satisfactory proof of such insurance coverage upon request.

18. Site

18.1 The Contractor acknowledges that it has carried out such examination and investigation of the Site it deems necessary or desirable in order to satisfy itself of and be fully informed about the conditions of the Site, including any risks, hazards and contingencies associated with the delivery of or the performance of the Deliverables

18.2 When at the Site, the Contractor shall: (a) have complete control of, and responsibility for the safety and health of its officers, employees, agents and subcontractors; (b) take all necessary precautions to prevent injury to any person or damage to any property; (c) ensure its officers, employees, agents and subcontractors comply with all reasonable site, safety and security rules established by SaskPower; and (d) notify SaskPower in advance of any hazardous material it intends to bring onto the Site and provide SaskPower with all appropriate Material Safety Data Sheets.

18.3 Upon completion of the performance of the Deliverables, the Contractor shall clear and clean the Site to the satisfaction of SaskPower to the extent necessitated by the performance of the Deliverables.

19. Assignment

This Contract may not be transferred or assigned in whole or in part by the Contractor without the prior written consent of SaskPower. Such consent will not relieve the Contractor of its obligations and liabilities under this Contract.

20. Indemnification

Each party shall indemnify and hold harmless the other party against all claims, demands, damages, losses, expenses, costs (including legal fees), fines and penalties sustained or incurred by or asserted against that party arising from or in connection with any negligent act or omission of the indemnifying party or its officers, employees, agents or subcontractors (in the case of Contractor) in relation to this Contract or a breach of this Contract by the indemnifying party.

21. Modification

No revision, modification or waiver of the Contract will be binding on SaskPower unless expressly agreed to in writing signed by an authorized SaskPower signing officer.

22. Governing Law

The laws in force in Saskatchewan (excluding its conflict of laws rules and the United Nations' Convention on Contracts for the International Sale of Goods) govern the interpretation, validity and enforceability of the Contract and the parties attorns to the jurisdiction of the courts of Saskatchewan.

23. Conflicts of Interest and Collusive Practice

23.1 The Contractor must immediately disclose to SaskPower all actual, potential or perceived Conflict of Interest that may arise in respect of this Contract. The Contractor must immediately comply with all SaskPower instructions about eliminating any actual, potential or perceived Conflict of Interest, or minimizing the effects of any actual, potential or perceived Conflict of Interest.

23.2 If a Contractor is later determined to have failed to disclose or insufficiently reported a Conflict of Interest and/or engaged in Collusive Practice, SaskPower may, in its sole discretion (a) disqualify the Contractor from further participating in the RFQ process; or (b) terminate or cancel this Contract which may have been entered into with such Contractor for cause.

24. Entire Agreement

This Contract constitutes the entire and only agreement between the parties, and supersedes and cancels all pre-existing agreements and understandings between the parties relating to the subject matter of this Contract. SaskPower rejects all Alternative Terms. SaskPower's acceptance of any of the Deliverables is not an implied acceptance of any Alternative Terms.





