

## **Terms and Conditions For Tendering**

1 Enquiries should be directed to the official whose name is shown in the appropriate box on the tender form and firms should quote the tender number on any correspondence.

2 Tender bids transmitted through a facsimile machine shall be accepted (unless otherwise stated in tender documents). However, the original bid must be received at the Comptroller's Office within 3 working days of said Closing Time. Failure to comply with this condition will result in rejection of bid.

3 Tender documents submitted by facsimile must be received "in full" at Memorial University of Newfoundland by the specified Closing Time. Documents in transmission after the Closing Time will be considered late tenders.

4 Fax bids are not totally confidential and Memorial University will not be held responsible for any damages or liabilities incurred by Companies who fax their bids. All fax bids must be sent to the fax number as indicated in tender documents.

5 Make sure your firm's name, the closing date and tender number appear on the outside of the envelope.

6 Acquisitions made as a result of this tender will be governed by the laws of the province.

7 The Corporation Act of Newfoundland requires that an extra-provincial company be registered before it begins or carries on business in the Province. If your company is not registered, please apply for the appropriate forms and procedures to: Registry of Deeds and Companies; Department of Justice, P.O. Box 8700, St. John's, NF A1B 4J6.

## **Tender/Quotation**

8. Any tender may be accepted or rejected in whole or in part. The lowest or any tender will not necessarily be accepted.

9. Prices include packing, cartage and loading charges, unless otherwise specified.

10. It is understood that a tender offer will remain open for acceptance by Memorial University of Newfoundland for a period of not less than 30 days from the closing date of the tender unless otherwise indicated in tender documents. It is further understood that in comparing tenders preference will be given to firm prices.

11. Firms must satisfy themselves that the item on which they are bidding is available, or will be available, for delivery on the date they specify on the tender, as such a quotation is legal and binding.

12. Prices quoted shall be regarded as net.

13. In case of error in the extension of prices, the unit price will govern.

14. If required, the tenderer will enter into a formal contract containing such terms and conditions (not inconsistent with the terms and conditions of this document) as may be required. Unless and until such a formal contract is entered into, this document and any acceptance of this document shall together be the complete and only contract.

15. The firm's name must appear on the tender and the form must be completed in its entirety. Memorial University of Newfoundland reserves the right to reject incomplete tenders.

16. Tenders will close at 3 o'clock (Newfoundland time) on the day of closing, and will be opened shortly after that time unless otherwise indicated.

17. If applicable ? items offered for sale, sold or installed at Memorial University of Newfoundland shall be certified by an agency that has been accredited by the Standards Council of Canada.

18 Each item will be considered a separate contract and may be awarded separately, unless otherwise specified in the tender documents.

19 All prices are to be quoted exclusive of HST. Applicable taxes will be applied by vendor at invoicing stage.

## **Standing Offer Agreement**

20. STANDING OFFER AGREEMENT ? A Standing Offer Agreement is a mutual agreement effected with a supplier to deliver "as and when required" over a specific period of time, goods or services in quantities to be determined at prescribed prices or pricing arrangements. Under this type of agreement Memorial University of Newfoundland is not obligated to take any quantity of any item.

21. Standing Offer Agreements will be issued for items where the unit prices are agreed but that quantities accepted can vary.

22. After a Standing Offer Agreement is accepted by both parties, Memorial University will issue Purchase Orders to the suppliers for items specified in the Agreement when required.

## **Purchase Order and Contract**

23. All bidders are hereby notified that due to the requirements of the Public Tender Act, any Purchase Order or Standing Offer Agreement issued pursuant to this Invitation to Tender shall be issued in the name of the successful bidder exactly as the bidder's personal or corporate name is stated in the tender document. Under no circumstances will a Purchase Order or Standing Offer Agreement be issued to an individual or corporation other than the individual or corporation named in the tender document.

24. Transportation should be effected by the most economical means unless otherwise specified.

25. Suppliers shall acquaint themselves fully with regard to the local conditions of deliveries and ensure that delivery is made as expeditiously as possible.

26. Purchase orders will be issued for items where definite quantities of goods at firm unit prices are shown.

## **Contract Review and Termination**

27. This contract will be subject to review, retender, renegotiation or termination for just cause in the event of:

- unauthorized price increase

- prolonged interruption of supply availability

- marked deterioration in the quality of supply, sales and technical representation.

Contracts will remain closed only for the period of price protection and Memorial University of Newfoundland reserves the right to terminate a contract without notice with effect from the date of any price increase when price protection has not been guaranteed for the full contract period.

## **Compliance with Laws**

28. The vendor shall be responsible for complying with all Federal, Provincial and Municipal laws, rules and regulations applicable to the sale of the contracted material.