

TERMS AND CONDITIONS FOR PURCHASING COLLEGE OF THE NORTH ATLANTIC

General

1. Inquiries before tendering should be directed in writing 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. In the case where a tender envelope has been sent to the bidder, do not use the tender envelope for inquiries because tender envelopes are not opened before tender closing time. All requests for tender award prices should be in writing and sent to the purchasing department.
2. Tenders by fax will be accepted, however the College will not be held responsible for errors or omissions in fax transmissions. Tenders may be sent by facsimile, using the official tender forms, to 709-643-7971. Tender documents submitted by facsimile must be received "in full" at the College of the North Atlantic, Purchasing Department, by the specified closing time. Documents in transmission after the closing time will be considered late tenders. All responses must be received before the exact closing time and date indicated. Responses received after that time will not be considered.
3. In the case where tender envelopes are used, tenders must be submitted on the official tender form in sealed envelopes, showing the closing time and tender number and delivered before the closing time to:

SUBMIT TO:

**Purchasing Department
35 Carolina Avenue
Stephenville, Newfoundland
Canada, A2N 3P8
Telephone: 709-643- 7805/7853
Facsimile: 709-643-7971**

4. Please ensure that your firm's name, address, tender number and the closing date appears on the outside of the tender envelope.
5. The firm's name must appear on the tender and the forms provided must be completed in their entirety. Failure to submit a tender on the provided forms and/or failure to comply with all the terms and conditions will result in disqualification of the bid.
6. Any tender may be accepted or rejected in whole or in part. The lowest or any tender will not necessarily be accepted.
7. Prices include customs and brokerage fees, packing, cartage and loading charges, unless otherwise specified in the tender.

8. It is understood that the tender offer will remain open for acceptance by the College for a period of not less than 30 days from the closing date of tender, unless otherwise indicated herein.

9. Firms must satisfy themselves that the item on which they are tendering is available for delivery on the date they specify on the tender, as such a quotation is legal and binding.

10. Unless otherwise stated herein, all prices quoted shall be regarded as net, unless a cash discount is specified, taxes extra.

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

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

13. If applicable, items must be C.S.A. approved. The College may also take into account any approvals or recommendations provided by neutral, independent third parties as to energy efficiency or environmentally friendly products.

14. Bidders shall provide brochures, descriptive literature or specifications for such items as furniture, equipment, etc. Failure to provide such literature or specifications sufficient to show that tender specifications have been met shall result in the disqualification of the bid. Equipment, furniture, etc. must be new unless otherwise specified in the tender.

15. Acquisition made as a result of this tender will be governed by the laws of the Province of Newfoundland and Labrador.

16. Bidders must ensure that you have read and understand all requirements articulated on this document -the invitation to tender and any other documentation provided. Failure to meet all requirements will result in the disqualification of your bid.

17. Any bidder wishing to clarify any aspect of a tender or express concern over specifications or basis of evaluation must make a written submission. Only written submissions will be answered and such answers will be in writing and will be provided to any bidder who receives tender documents. **Submissions must be received 48 hours prior to the tender closing date.**

18. College of the North Atlantic reserves the right to modify the terms of a tender document at any time prior to closing, at its sole discretion. When these changes occur within five business days of the closing date, the closing date may be extended to allow for a suitable bid preparation.

19. College of the North Atlantic will not consider or issue amendments, corrections or extensions of a tender 24 hours before the noted tender closing time.

20. Or equivalent: Bidders must provide detailed specifications on all furniture, equipment, etc, offered in order to determine equivalency in those circumstances where bidders are not supplying the specific unit described. College of the North Atlantic shall be the sole judge as to the suitability of the equipment and/or services to be purchased. Whenever reference to a specific brand name is made in a tender/proposal, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by College of the North Atlantic as best meeting the specific operational, design, performance, maintenance, quality or reliability standards and requirements of College of the North Atlantic, thereby incorporating the requirements by reference within the specification. An equivalent (or equal) may be offered by bidders, subject to testing and evaluation at the option of College of the North Atlantic prior to award of bid. College of the North Atlantic reserves the sole right to reject a substituted component that will not fulfill requirements. It shall be the sole responsibility of bidders to provide at the bidder's expense any product information, test data and other information or documents College of the North Atlantic may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation, including destructive testing at qualified test facilities at bidder's expense, may be required as a condition of acceptance

21. Where dimensions are shown, suppliers are advised that they are for descriptive purposes only. Variations will be accepted provided the product is suitable for the intended use.

22. Payment Terms: 30 Days net

23. Quantities: College of the North Atlantic reserves the right to make purchases of additional quantities providing prices, terms and conditions remain the same as provided in the original tender documents.

24. College of the North Atlantic reserves the right to reject bids received from bidders who cannot show a reasonable acquaintance with and do not possess proper qualifications for the preparation and proper performance of the class of work involved. Evidence of such competence must be furnished by the bidder if requested to do so prior to the acceptance of the bid and execution of the contract documents.

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25. Unless otherwise specified in the tender document, evaluation will be made on the mandatory requirements only and no weight or value will be given to added values.

26. Bidders may only submit one (1) bid per line item. Multiple bids per line item may be rejected. Bidders with multiple options on items may submit multiple tender documents. (For each alternate bid, a complete separate tender document must be submitted)

27. Bidders who are currently in a legal dispute with the College about the provision of wares or services substantially similar to those being sought under this tender are disqualified from bidding.

28. Bidders please note: The College is a public body and is subject to the Provisions of the Access to Information and Protection of Privacy Act S.N.L. 2002, c. a-1.1 (ATIPPA). Any information supplied to and held by the college may be subject to requests from the public made under ATIPPA for access to this information. You will be notified of any such request and will be given the opportunity to make representations on the request. The College will not be responsible for any legal costs incurred by you in making such representations and will not make any such representations on your behalf.

29. Holdbacks: College of the North Atlantic reserves the right to withhold payment of 10% of the overall tender value until all conditions of the tender are met to the satisfaction of the College. These holdback funds will also serve as security for the remedy of any breach of the tender.