MEMORIAL UNIVERSITY OF NEWFOUNDLAND
GENERAL TERMS AND CONDITIONS FOR OPEN CALL FOR BIDS

1. Enquiries must be directed to the official whose name appears in the OPEN CALL FOR BIDS NOTICE and bidders should quote the bid number on any correspondence.

2. Open Call for Bids are only accepted if delivered by hand, by facsimile or by email (unless otherwise stated in tender documents).

3. Bid 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. Incomplete facsimile documents and late facsimile documents will be considered non-compliant bids.

4. Fax bids are not completely confidential and Memorial University will not be held responsible for any damages or liabilities incurred by Bidders who fax their bids. All faxed bids must be sent to the fax number as indicated in Open Call for Bids documents. Electronic bids through any electronic tendering site are not accepted.

5. Emailed Bids may not be completely confidential and Memorial University of Newfoundland will not be responsible for any damages or liabilities incurred by Bidders who submit their bids by email. Bidders also acknowledge that email can be an unreliable source of transmission, and Memorial University of Newfoundland will not be responsible for bids sent by email that are not received for any reason by Memorial University of Newfoundland, by the specified closing time on the specified closing date.

6. Ensure that the Company Name, the closing date and bid number appear on the outside of the envelope.

7. Acquisitions that are made as a result of this open call for bids will be governed by the laws of the province of Newfoundland and Labrador.

8. The Corporations Act of Newfoundland and Labrador 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:

   Commercial Registrations Division
   Department of Government Services
   PO Box 8700
   St. John’s NL, Canada  A1B 4J6
   Phone: (709)729-3317, Fax: (709)729-0232
   Website: http://www.gs.gov.nl.ca/registries/companies/corp_art_inc.html
OPEN CALL FOR BIDS

9. Any bid may be accepted or rejected in whole or in part. The lowest or any bid will not necessarily be accepted. Memorial University reserves the right to accept the bid deemed by Memorial, in its sole discretion, to be the most favorable to the interest of the university, and the award will be made in respect of the bid which, in the opinion of Memorial, gives the greatest overall value to Memorial based on quality, time, service, price and any other stated factor or criteria as determined by Memorial.

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

   It is understood that an open call for bids 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 bid unless otherwise indicated in bid documents. It is further understood that in comparing bids preference will be given to firm prices.

11. Bidders 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 bid document, 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 bidder 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 Company Name and address must appear on the Invitation to Open Calls for Bid form and the form must be completed in its entirety. The Open Calls for Bid form must also be signed by an authorized representative of the company or the bid submission will be considered incomplete and will be rejected. Memorial University of Newfoundland reserves the right to reject incomplete bids.

16. Open Calls for Bids will close at 3:00pm (Newfoundland time) on the day of closing, and will be opened shortly after that time unless otherwise indicated in bid documents.
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 Canadian Standards Association.

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

19. All prices are to be quoted exclusive of HST; however, applicable taxes should be shown as separate line item. Vendors must add applicable taxes at invoicing stage.

20. Bidders acknowledge that Memorial University’s procurement process is subject to the Access to Information and Protection of Privacy Act, 2015, S.N.L. 2015, c. A-1.2 (ATIPPA, 2015). The financial value of any contract awarded as a result of this process will be publicly released as part of the award notification to the preferred supplier.

21. Any records a Bidder supplies to Memorial University, including any resulting contract, maybe subject to requests under ATIPPA, 2015. In the event of a request to Memorial University for third party business information in its custody and control, such information can be withheld only if it meets all parts of the 3 part harms test for non-disclosure as stated in section 39 of ATIPPA, 2015. It is the responsibility of the Bidder to identify any information in the bid that may qualify for an exemption from disclosure under subsection 39(1) of ATIPPA, 2015.

**STANDING OFFER AGREEMENT**

22. 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 and/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.

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

24. Upon acceptance by both parties, Memorial University will issue Purchase Orders to the supplier(s) for items specified in the Agreement on an as and when required basis.
25. All bidders are hereby notified that due to the requirements of the Public Procurement Act, any Purchase Order or Standing Offer Agreement issued pursuant to this Open Call for Bids shall be issued in the name of the successful bidder exactly as the bidder’s personal or corporate name is stated in the bid 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 bid document.

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

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

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

29. This contract will be subject to review, re-tender, 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.