



## GENERAL TERMS AND CONDITIONS

1. Faxed tenders must be clearly marked "Invitation to Tender 10-07-2058" addressed to the Purchasing Services office, Paul Building, Room 201, Camosun College, 3100 Foul Bay Road, Victoria, B.C., V8P 5J2 and faxed to 250-370-3662.
2. Tenders must be received in the Purchasing Services office prior to 2:00 p.m. Victoria time, on the date of the tender close specified on the front page of this Invitation to Tender.
3. Tenders received without the completed Invitation to Tender cover sheet duly signed by an authorized officer of the Tenderer will be considered disqualified.
4. **Tenders received and not conforming to items 1, 2 and 3 will not be considered.**
5. All prices are to be in Canadian funds, all taxes extra.
6. To include delivery and unloading of all goods at destination, FOB destination. The college is not responsible for any risk of loss or damage to the equipment supplied until clear and unrestricted title to such equipment is transferred to the college. Clear and unrestricted title for any item or equipment purchased shall pass to the college at the FOB point or if required, when the installation is completed and accepted.
7. Payment Discount. Bidder agrees to allow a \_\_\_\_\_% payment discount if accounts are paid within \_\_\_\_\_days.
8. No bidder may withdraw its bid within 60 days after the closing date.
9. Bidders must not electronically alter any portion of downloaded documents with the exception of adding the information requested. To do so will invalidate the accompanying bid. We will accept bids electronically.
10. As of November 3rd, 1994, Camosun College is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, Camosun College cannot guarantee that any information provided to Camosun College, including business information contained in contracts and supporting documentation, can be held in confidence. Further, the college has a contractual requirement to provide, upon request from CUPE Local 2081, a copy of any Purchase Order issued as a result of this tender process subject to the Freedom of Information and Protection of Privacy Act.
11. All contractual inquiries regarding this Invitation to Tender must be directed in writing by email or fax to:  
Doug McCurdy, Purchasing Services, Camosun College [mccurdyd@camosun.bc.ca](mailto:mccurdyd@camosun.bc.ca) or 250-370-3662.  
The bidder agrees that any verbal representations, promises, statements or advice made by any employee of Camosun College, other than that offered in writing through the Purchasing Services office, shall not be relied upon and shall not form part of any contract.
12. The bidder shall indemnify, defend and save harmless the college from any and all claims, suits, actions, causes of actions, administrative proceedings, damages, losses, liabilities and expenses (including legal fees on a solicitor/client basis) arising out of any act, omission, breach or default arising out of the performance or non-performance of any Purchase Order issued as a direct result of award from this Invitation to Tender. The provisions of this indemnity are paramount to any insurance requirements herein and shall survive the terms of any Purchase Order issued as a direct result of award from this Invitation to Tender.
13. The bidder covenants and agrees to keep all Camosun College property free of liens and claims of lien and shall fully indemnify the College from and against all liability and expenses by way of legal costs and otherwise in respect of any claim which may be made for a lien or charge at law or in equity or for any claim or liability, or to any attachment for debt, garnishee process or otherwise. The College shall have no obligation to pay any monies to the tenderer under this contract during such period that any lien or claim of lien is filed against College property.
14. All electrical and/or gas equipment offered must be C.S.A. or Province of B.C. Electrical Inspection Branch approved and bear the appropriate certification label.
15. Full compliance for all labeling and information requirements of the Hazardous Products Act for controlled products is required. All shipments must be accompanied by a Material Safety Data Sheet (MSDS). Shipments of goods received which do not comply with all of these requirements will be returned to the supplier at the supplier's expense.
16. Camosun College has published Safety and Health, Harassment/Human Rights and Conflict of Interest policies. All tenderers must perform all work following these guidelines. Copies may be requested from the Purchasing Office at 250-370-3044.
17. The lowest or any bid may not necessarily be accepted. Camosun College reserves the right to evaluate information provided about the service provider or bidder with any bid and to evaluate the differences between

different goods or services described, delivery dates, prompt payment terms and pricing of multiple items as against the probable needs of the college and to allocate weight to such factors in the college's absolute discretion.

18. Any repairs, service, replacement etc. in conjunction with the warranty/guaranteed shall be at no cost to the college.

19. Acceptance of your offer shall be by official Purchase Order only.

## Invitation to Tender CHECKLIST

The following is a checklist intended to assist the tenderer in ensuring that their tender receives full consideration.

\_\_\_\_\_ Does your tender include a completed and **signed** Invitation to Tender cover sheet (page 1)?

\_\_\_\_\_ Is your tender correctly addressed and does it reference the Invitation to Tender number on the outside envelope, if being mailed or delivered? Fax is acceptable to 250-370-3662, as is an emailed PDF file referencing the tender number

\_\_\_\_\_ Have you allowed enough time for your tender to be delivered before the **close date and time** stated in the Invitation to Tender?

\_\_\_\_\_ Price to include delivery and unloading of all goods at destination - **FOB destination prepaid.**

\_\_\_\_\_ All prices are to be in **Canadian funds**, all taxes extra.

\_\_\_\_\_ All contractual or specification inquiries regarding this Invitation to Tender must be directed in writing by fax or email to Tender # 09-06-2024 to 250-370-3662 or mccurdyd@camosun.bc.ca

\_\_\_\_\_ See instructions on page 1 and additional instructions on lines 1, 2, 3, and 4 on page 2, General Terms and Conditions.

## ACKNOWLEDGEMENT SHEET

If you wish to be sent a copy of any questions and answers, if any, regarding this Invitation to Tender, please complete this acknowledgement sheet and return by fax to 250-370-3662 Attention: ITT 10-07-2058 Questions and answers may not be supplied to any tenderer who does not return this Acknowledgement sheet.

COMPANY NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SIGNING REPRESENTATIVE/  
OFFICIAL (PRINTED OR TYPED) \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_