1. DEFINITIONS

References to the Government of Saskatchewan, the province or ministries are used for administrative purposes and mean Her Majesty the Queen in Right of the Province of Saskatchewan.

2. GENERAL

All bid submissions should be submitted in accordance with the directions outlined in the tender document, all questions should be answered, and all blank spaces should be completed. Failure to complete the bid submission or to include all information and documents requested may result in rejection of a bidder’s submission. Headings are used for convenience only, and they shall not affect the meaning or interpretation of the clauses, terms or conditions.

The working language of the Province of Saskatchewan is English and all responses to this Invitation to Tender must be in English.

All bid submissions should be prepared in a legible manner. Non legible tenders may result in rejection of your bid submission.

An authorized official of the bidder’s company should sign all bid submissions.

Bidders should state the period for which submission will remain firm for acceptance. Unless otherwise stated by the bidder this period shall be a minimum of 60 days from date of closing. Any award within the period mentioned above will mean the prices quoted shall remain firm through to delivery of the supply quoted.

In no event will Government Services Purchasing be responsible for the cost of preparation of bids or the costs associated with attending interviews or presentations.

3. BID SUBMISSION

Bid submissions will close at 11:00 a.m. Saskatchewan Time on the date shown in the Invitation to Tender. The time for closing of bids will be determined by the time shown on the time and date clock located in Government Services Purchasing.

Late bid submissions will not be accepted.

Facsimile bid submissions will be accepted if received in their entirety prior to the closing date and time. A confirmation copy must be submitted on request. Bidders should be aware that when bid submissions are sent by facsimile, confidentiality is not assured.

Bidders may amend or withdraw their bid submissions prior to the closing date and time by way of written or faxed notice to Government Services Purchasing. After the closing date and time bids received will be irrevocable. The bidder will not change its bid after closing and no changes, words or comments will be added to the bid unless requested by Government Services Purchasing.
4. **PUBLIC BID OPENING**

Unless otherwise stated in the tender document, bidders are invited to attend bid opening, at which time the following information will be disclosed:

- bidder’s name
- goods tendered
- price

After the award has been made, bidders may call and arrange a debriefing.

5. **ACCEPTANCE OF BID**

The Government of Saskatchewan reserves the right to secure evidence to its satisfaction that any bidder is able to provide the goods or services. For the purpose of evaluating bid submissions, representatives of the Saskatchewan Government may interview key personnel, conduct a survey of the bidder’s facilities, technical abilities, applicable licensing, references, including other governments, legal capacity and financial status, to determine if they would be adequate for the proper performance of the proposed purchase order/offer. Bidders agree to make their facilities available for this purpose.

Any terms, conditions or stipulated qualifications on bid submissions that are contrary to, or inconsistent with the tender documents may be cause for rejection. Bid submissions stipulating that pricing is subject to change “without notice” may be rejected outright.

The lowest or any bid submission will not necessarily be accepted. Government Services Purchasing reserves the right to accept, in whole or in part, the bid submission(s) that it deems most advantageous to the Government of Saskatchewan and the right to reject any or all bid submissions for any reason.

6. **RIGHT TO WAIVE NON-COMPLIANCE**

Government Services Purchasing reserves the right to waive any minor non-compliance with the bid submissions at its sole discretion.

7. **WARD CRITERIA**

Bid submissions will be evaluated based on the information requested in the Invitation to Tender documents. Government Services Purchasing will be the sole judge of compliance of a bid with the requirements, specifications, terms and conditions of the tender. If no criteria are stated, bid submissions may be evaluated not only on the basis of price, but also on the basis of such factors as quality, service, delivery date, past performance and the capacity of the bidder to meet the criteria stated in the tender. Firm bids may receive preference over bids with escalation clauses.

Government Services Purchasing reserves the right to make multiple awards of all or any portion or any combination on any bid submission received unless the bid specifies that prices are based on receiving the complete order. This means that more than one bidder may be awarded the same item or items. Government Services Purchasing reserves the right to conduct tenders, purchase the same items from any other source without prejudice to any standing offer in effect. The Invitation to Tender will, in most instances, contain a declaration as to whether multiple awards will be made.
8. ERRORS AND OMISSIONS

Bidders must advise Government Services Purchasing of any errors or omissions they find in the tender documents prior to bid closing so that the Invitation to Tender can be revised and communicated to all bidders.

9. CANCELLATION

The submission of your bid, the receipt of your bid by Government Services Purchasing, and the opening of bids do not in any way constitute a commitment to any bidder. Government Services Purchasing may, at its sole discretion, elect to cancel the tender.

Government Services Purchasing reserves the right, in whole or part, to cancel and/or reissue this Invitation to Tender and the resulting purchase order/offer at any time and for any reason without penalty. Any resulting purchase order or orders issued under a resulting offer will be subject to funding being provided in accordance with the Financial Administration Act, 1993 of the Province of Saskatchewan.

10. CLARIFICATIONS AND AMENDMENTS TO REQUIREMENTS

Government Services Purchasing reserves the right to amend or to clarify the tender requirements and to seek clarifications or amendments from bidders. However, Government Services Purchasing is under no obligation to seek clarification.

11. PRICES

Prices quoted should be unit less all discounts and taxes unless otherwise stated in the tender document. All unit prices should be extended and totaled. In case of a mathematical error, the unit price shall govern.

Taxes should be shown separately unless otherwise indicated in the tender document.

Additional charges such as handling, crating, cartage, or service, will not be accepted unless detailed and shown as a separate charge in the bid and agreed upon by Government Services Purchasing.

12. ENVIRONMENTAL PREFERENCE

Preference may be given to environmentally friendly products.

13. LOCAL PREFERENCE

All other things being equal, products manufactured or produced in Saskatchewan will be given preference.
14. SPECIFICATIONS

The Government of Saskatchewan will be the sole judge of compliance with the specifications of the tender. Wherever Government Services Purchasing has identified supply by manufacturer, brand, or make, it is understood and agreed that this is a method used to indicate the character or quality of the supply and does not restrict the bidder to that supply unless stated in the Invitation to Tender.

It is further understood and agreed that the bid submission must be equal to that specified and is to be supported by brochures or any identifying factors enabling comparative evaluation. Alternatives offered may require testing and/or verification prior to acceptance.

15. QUALITY

Unless specifically requested in the tender documents, all goods supplied must be new, current or most recent production and be of merchantable quality for sale in Canada. Goods subject to shelf life and obsolescence contingencies must be marked with expiry dates and must be supplied sufficiently in advance of their expiry date to permit reasonable use or consumption by the purchaser.

Products should be delivered and packaged in a manner that is consistent with the normal business practices of the industry.

16. ELECTRICAL

All electrical supplies and equipment must be C.S.A. approved where relevant.

17. WARRANTY

Bidders shall ensure that the Saskatchewan Government receives the manufacturer’s warranty for the goods purchased.

Notwithstanding any manufacturers' warranties (which are to be supplied where applicable), all goods must be warranted to be free of defects in workmanship and materials for a suitable period of time consistent with the nature of the goods.

18. DELIVERY

The bidder should state the delivery date or number of days from the receipt of the purchase order or an order made against an offer.

The successful bidder(s) should advise the client ministry and Government Services Purchasing if for any reason a supply is short shipped or delayed and should also advise as to the expected delivery date.

Whenever Government Services Purchasing agrees to a delivery/freight charge, it must be shown as a separate charge on the invoice and supported by bills of lading.
19. F.O.B POINT

Bidders should bid F.O.B. point in accordance with the instructions contained in the tender document. F.O.B. destination should be delivered and unloaded to the destination indicated in the tender document. F.O.B. shipping point should be the bidder’s actual shipping point.

Bills of lading should accompany all shipments made.

20. INSPECTION

Final inspection and acceptance or rejection will be made after the goods are delivered to the Saskatchewan Government, but all materials and workmanship shall be subject to inspection and testing at all times and places, and when practicable during manufacture.

Final inspection and acceptance or rejection of the goods will be made as promptly as practicable, but failure to inspect and accept or reject goods promptly does not mean that the Saskatchewan Government has accepted those goods. The Government of Saskatchewan reserves the right to inspect the goods for up to ___ days after the date of delivery.

The Saskatchewan Government reserves the right to reject goods that contain defective materials and workmanship. Rejected goods shall be removed by and at the expense of the bidder promptly after notification that the goods have been rejected.

Partial acceptance or rejection of an order does not release the bidder from its responsibility to complete the order.

In the event necessity requires the use of goods not conforming to the specifications, payment may be made at an appropriate reduction in price.

21. INVOICING

Invoices should:
- extend and total all unit prices;
- show the disposition of any taxes (PST or GST) in the invoice;
- indicate the date of shipment;
- refer to the purchase order/offer number;
- charge only for those items shipped;
- be sent to the address stated on the purchase order and not to Government Services Purchasing.

22. PAYMENTS

No payment will be made until arrival and inspection of goods at their final destination.

Payment is not initiated until both the goods and services and the successful bidder’s invoice have been received. The Government’s goal is to not pay bidders later than 30 days from:
1. The date that goods and services are received in the ministry or
2. The date the invoice is first received at any point in the ministry whichever is later.
23. SUPPLIER PERFORMANCE
The Government of Saskatchewan reserves to right to guarantee faithful performance of the contract. The successful bidder will be required to provide goods exactly as tendered in their bids. In cases where bidders do not perform in accordance with the terms and conditions of the purchase order/offer, the Government of Saskatchewan reserves the right to:
- accept partial shipments;
- extend the delivery period;
- cancel the purchase order/offer, in whole or part;
- obtain requested items from other sources;
- suspend bidders from bidding on future tenders.

24. FORCE MAJEURE
If either party is delayed, hindered or prevented from the performance of any of its obligations under any resulting contractual agreement (hereinafter referred to as the "delay") by reason of fire, flood, explosion, acts of God, war, revolution, civil disturbance, embargoes, or other cause beyond the reasonable control of the party affected (not including a labour stoppage, lack of funds, or the financial condition of the party), such performance shall be excused for the period of the delay and any period within which such performance is to be effected shall be extended by the period of the delay. A party shall not be entitled to relief under this section unless it makes all reasonable efforts to prevent, work around or otherwise mitigate the effects of the delay and has given written notice of the delay to the other party within five business days after the commencement of the delay.

25. NO ASSIGNMENT
Any resulting purchase order/offer may not be assigned without written consent of Government Services Purchasing.

26. RESPONSIBILITY AND LIABILITY
The bidder will protect, indemnify and save harmless the Government of Saskatchewan from and against any and all costs, losses, damages, claims, demands, judgments, suits, actions or liabilities of any nature and kind which result from, relate to or arise out of the actions or omissions of the bidder, his servants, agents, sub-contractors in performing the services under this agreement.

Bidders shall be responsible for loss or damage to the real and personal property of the Government of Saskatchewan where bidders are legally responsible, including negligence, willful harm or crimes of the bidder, its employees or agents.

The successful bidder shall require that its contractors, employees and agents, when on the Government of Saskatchewan’s premises, comply with all security and safety rules and regulations applicable to the premises.

27. GOVERNING LAW
The laws of the Province of Saskatchewan will govern this Invitation to Tender and any resulting purchase order/offer. The International Sales of Goods Act does not apply to this Invitation to Tender and any resulting purchase order/offer.
28. CONFLICT OF INTEREST
The successful bidder shall not undertake an assignment that actually or potentially creates a conflict of interest with the provision of the goods and related services without having first disclosed to the Government of Saskatchewan the actual or potential conflict of interest.

29. GOVERNMENT FUNDED BODIES
The Government of Saskatchewan will allow government funded bodies to purchase goods or services using standing offers awarded as a result of a tender. By submitting a bid, the bidder indicates that they agree to extend the same pricing to government funded bodies per the terms and conditions in the document.

30. FAVORED CUSTOMER
If during the period of supply the bidder offers for sale like quality and quantity to similar customers at more favorable terms, the current quoted price shall be immediately altered to a level that reflects the same favorable terms.

31. SEPARATE TENDERS
Throughout the offer/purchase order the Government of Saskatchewan reserves the right to conduct separate tenders for similar items that may be covered by the resulting standing offer or purchase order.

32. CHANGES
Any resulting purchase order/offer may not be altered in any respect without the written consent of Government Services Purchasing.