

1.1 TENDERING TERMS AND CONDITIONS

The following terms and conditions are applicable to all tenders issued by George Brown College.

News Release

Respondents shall not issue any publicity or a press release or use George Brown College's name or logo without the consent of George Brown College as applicable.

Contracting

GBC has no obligation to procure any Deliverables from any Respondent, except for such obligations as are expressly set out in the Agreement. Should GBC procure any Deliverables from the Successful Respondent, the terms and conditions of this Agreement shall apply.

Withdrawal or Amendment of Proposal by Respondent

A Respondent that submits a Proposal to GBC may withdraw its Proposal by sending an email to the Facilitator before the Closing Time.

A Respondent may amend its Proposal only by a revised submission via MERX before the Closing Time. Any amended Proposal must comply with all requirements of this tender that are applicable to the Proposal that it is replacing. The last Proposal received by GBC before the Closing Time shall supersede and invalidate any Proposal previously submitted by the Respondent.

Proposal Irrevocable by Respondent

Subject to a withdrawal by the Respondent prior to the Closing Time, Proposals shall be valid and shall remain in effect and open for acceptance by GBC for ninety (90) calendar days following the Closing Time.

Respondents to Follow Instructions

Respondents are expected to complete their Proposals in accordance with the instructions in this tender. Any non-compliance with the instructions or failure to provide information set out in the tender by a Respondent may result in the Respondent's Proposal being disqualified.

Respondents are requested to structure their responses in parallel to the structure of the tender. Some sections of the tender require the Respondent to complete or use forms that are contained in the tender. For clarity, where the use of a form is not specified in the tender, Respondents are not required to copy and submit the text of the tender to which they are responding, but should reproduce or clearly reference the tender section number and section title in their Proposals.

GBC's Right to Amend, Supplement or Cancel Tender

GBC, without liability, cost or penalty may do all or any of the following acts:

at any time prior to the Closing Time, alter the date and/or time specified as the Closing Time;

at any time prior to or after the Closing Time, alter any other dates in this tender;

at any time prior to or after the Closing Time, cancel this tender; and

from four (4) to eight (8) calendar days before Closing Time, amend or supplement this tender.

Any amendments or supplements to this tender shall be communicated to Respondents in the same manner in which this tender was issued. Any amendments or supplements to this tender made in any other manner shall not be binding.

In the event all submissions are unacceptable to GBC, the scope of the tender may be changed and Vendors will be invited to submit a response again on the new scope.

For tenders such as this tender issued on MERX, Respondents are solely responsible for obtaining any amendments or supplements issued by GBC. To ensure automatic receipt of amendments or supplements, Respondents are advised to select the "Auto Update" feature on the MERX document ordering system.

Any reference to "tender" in this document shall mean this tender and all amendments or supplements of any kind, if any.