

1-1-Int (31/03/95)

## STANDARD INSTRUCTIONS AND CONDITIONS

Prior to the release of the SACC Manual, the following sets of Standard Instructions and Conditions were printed on the reverse of page 1 of the procurement documents or inserted as an attachment into solicitation packages. Standard Instructions (with the exception of DSS-MAS 9403-2) will now be referred to at the beginning of each bid solicitation in clause A0000T and in each contract in clause K0000D. For Standing Offers, these will now be referred to in either clause M0000T or M0000C as appropriate. The specified Standard Instructions will form part of both the solicitation and the resulting contract. DSS-MAS 9403-2 will be referenced in Notices of Termination for Convenience.



**2003 (10/06/05) Standard Instructions - Goods or Services**

**Remarks:** Use the following standard instructions for Low Dollar Value and Medium Complexity requirements, for Competitive and Non-Competitive goods or services.

**Public Works and Government Services Canada**

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**01 Procurement Business Number**

Canadian suppliers are required to have a Procurement Business Number (PBN) before Contract award. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Contracts Canada Internet site at: <http://contractscanada.gc.ca>. For non-Internet registration, suppliers may contact the Contracts Canada InfoLine at 1-800-811-1148 or, in the National Capital Area at (819) 956-3440, to obtain the telephone number of the nearest Supplier Registration Agent.

**02 Instructions, Conditions and Clauses**

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16, the instructions, conditions and clauses identified by title, number and a date in the bid solicitation and resulting contract are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

**03 Submission of Bids**

1. Canada requires that each bid be signed by the Bidder or by an authorized representative of the Bidder. If a bid is being submitted by a joint venture, the bid must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture or a statement must be provided to the effect that the signatory represents all members of the joint venture.
2. It is the Bidder's responsibility to:
  - (a) obtain clarification of the requirements contained in the bid solicitation, if necessary, prior to submitting a bid;
  - (b) prepare its bid in accordance with the instructions contained in the bid solicitation;
  - (c) submit by closing time and date a signed and complete bid;
  - (d) send its bid ONLY to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;
  - (e) ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
  - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. If Canada has provided bidders with multiple formats of a document (for example, a document may be downloaded through the GETS, but may also be made available on CD-ROM through GETS), the format downloaded through the GETS will take precedence. If Canada issues an amendment to the bid solicitation revising any documents provided to bidders in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Bidder's responsibility to ensure that

revisions made through any solicitation amendment issued through the GETS are taken into account in the alternate formats it uses of bid solicitation documents.

4. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days prior to the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
5. Bid documents and supporting information may be submitted in either English or French.
6. In the case of error in the extension of prices, the unit price will govern.
7. For Canadian-based bidders, Canadian customs duties and excise taxes must be included and, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be excluded. For foreign-based bidders, Canadian customs duties, excise taxes and GST or HST, must be excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

Although Canada reserves the right to award the contract(s) either on an FOB plant or FOB destination basis or other Incoterms as indicated in the bid solicitation document, bidders are requested to provide prices as indicated in the bid solicitation document.

8. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S. 1985, c.A-1 and the *Privacy Act*, R.S. 1985, c.P-21.
9. Except as specifically provided otherwise in the bid solicitation, Canada will evaluate a bidder's bid only on the documentation provided as part of its bid. References in a bid to additional information not submitted with the bid, such as website addresses where additional information can be found or technical manuals or brochures not submitted with the bid will not be considered in the evaluation of the bid.

#### **04 Late Bids**

Public Works and Government Services Canada (PWGSC) will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

#### **05 Delayed Bids**

1. A bid delivered to the specified Bid Receiving Unit after the closing date and time but before the contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
  - (a) a CPC cancellation date stamp; or
  - (b) a CPC Priority Courier Bill of Lading; or
  - (c) a CPC Xpresspost Label

that clearly indicates that the bid was mailed before the bid closing date.

2. For bids transmitted by facsimile, only the date, time and place of receipt recorded by PWGSC will be accepted as evidence of a delayed bid.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
4. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

#### **06 Transmission by Facsimile**

1. Unless otherwise instructed in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is (819) 997-9776. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
2. If the Bidder submits a bid by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
  - (a) receipt of garbled or incomplete bid;
  - (b) availability or condition of the receiving facsimile equipment;
  - (c) incompatibility between the sending and receiving equipment;
  - (d) delay in transmission or receipt of the bid;
  - (e) failure of the Bidder to properly identify the bid;
  - (f) illegibility of the bid; or
  - (g) security of bid data.
3. Bids submitted by facsimile will constitute the formal bid of the Bidder and must be submitted in accordance with section 3. For responses transmitted by facsimile, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in the solicitation. All documents confirming bids should bear the word "CONFIRMATION".

**07 Customs Clearance**

It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 5.

**08 Legal Capacity**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

**09 Rights of Canada**

Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no compliant bids are received and the requirement is not substantially modified, re-tender the requirement by inviting only the bidders who bid to re-submit bids within a period designated by Canada; and,
- (g) negotiate with the sole compliant Bidder to ensure best value to Canada.

**10 Vendor Performance**

1. Canada may reject a bid where any of the following circumstances is present:
  - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under Section 121 (*Frauds on the government & Contractor subscribing to election fund*), Section 124 (*Selling or purchasing office*), or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code; or,
  - (b) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to bid on the requirement;
  - (c) an employee or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

- (d) with respect to current or prior transactions with the Government of Canada
    - (i) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
    - (ii) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
    - (iii) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid;
    - (iv) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the requirement in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of paragraph 1, other than 1.(b), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, prior to making a final decision on the bid rejection.

#### **11 Communications - Solicitation Period**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation, must be directed, in writing, ONLY to the Contracting Authority identified in the bid solicitation. Failure to comply can (for that reason alone) result in the disqualification of the bid.

To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.

#### **12 Price Support**

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price support if applicable:

- (a) a current published price list indicating the percentage discount available to Public Works and Government Services Canada (PWGSC);
- (b) copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.;
- (d) a price or rate certifications;
- (e) any other supporting documentation as requested by Canada.

#### **13 Bid Costs**

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

#### **14 Further Information**

1. For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
2. For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone (819) 956-3370. For bid solicitations issued out of PWGSC regional offices, enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.







## 9403 (10/12/04) Standard Instructions and Conditions

**A. INSTRUCTIONS (APPLICABLE TO BID SOLICITATION)****1. Submission of Bids**

- (1) It is the Bidder's responsibility to:
- (a) return a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
  - (b) direct its bid ONLY to the Bid Receiving address specified;
  - (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
  - (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

**Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. Public Works and Government Services Canada (PWGSC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.**

- (2) Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. Canada may enter into contract without negotiation.
- (3) Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.

Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and reissue the solicitation.

- (4) While Canada may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
- (5) Bid documents and supporting information may be submitted in either English or French.
- (6) Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as CONFIDENTIAL, subject to the provisions of the *Access to Information Act* and the *Privacy Act*.

**2. Late Bids**

It is PWGSC's policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

**3. Delayed Bids**

- (1) A bid delivered to the specified Bid Receiving area after the closing date and time but before the contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:

- (a) a CPC cancellation date stamp;
- (b) a CPC Priority Courier Bill of Lading; and
- (c) a CPC Xpresspost Label,

that clearly indicate that the bid was mailed prior to the bid closing date.

Example: If the bid closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

- (2) Please request the postal employee to date-stamp your envelope.
- (3) For bids transmitted by facsimile, only the date and the time of receipt recorded by PWGSC at the Bid Receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.
- (4) Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.

#### 4. Postage Meters

Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

#### 5. Responses Transmitted by Facsimile

- (1) If you are in doubt that your bid will be delivered on time at the specific location designated for the receipt of the bid, you may use a facsimile, unless otherwise instructed in the bid solicitation.

**NOTE:** Due to the volume of technical material required for some bids, certain bid solicitations may specify that submissions by facsimile are not acceptable (e.g. science solicitations).

- (2) Unless otherwise instructed in the bid solicitation, the only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters sectors is (819) 997-9776.
- (3) The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified on the front page of the bid solicitation.

If the bidder chooses to submit a bid by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to the following:

- (a) receipt of garbled or incomplete bid;
- (b) availability or condition of the receiving facsimile equipment;
- (c) incompatibility between the sending and receiving equipment;
- (d) delay in transmission or receipt of the bid;
- (e) failure of the Bidder to properly identify the bid;
- (f) illegibility of the bid; or
- (g) security of bid data.

- (4) Bids submitted by facsimile will constitute your formal bid and must contain:
  - (a) the bid reference number;
  - (b) the closing date and time;
  - (c) sufficient data to allow evaluation, such as unit prices, country of currency in the event that the bid is submitted in a foreign currency, sales tax, duty, technical data (where applicable) and any deviation(s) from the bid solicitation document.
- (5) For responses transmitted by facsimile, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this solicitation. All documents confirming bids should bear the word "CONFIRMATION".

#### 6. Customs Clearance

It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the scheduled bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted under the Late Bids Policy.

**7. Further Information**

- (1) For further information, please contact the Contracting Authority identified on page one of the bid solicitation.
- (2) For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone (819) 956-3370.

**8. Identity or Legal Capacity of Bidder**

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

**B. CONDITIONS (APPLICABLE TO RESULTING CONTRACT)****1. Municipal Taxes**

Municipal taxes are not applicable.

**2. Provincial Taxes**

- (1) Excluding legislated exceptions (see subsection (5) below), federal government departments and agencies are not required to pay any ad valorem sales tax levied by the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
  - (a) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

Prince Edward Island	OP-10000-250
Ontario	11708174G
Manitoba	390-516-0
British Columbia	R005521
  - (b) An Exemption Certification, for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, which certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the federal government with Canada funds, and are therefore not subject to provincial/territorial sales and consumption taxes.
- (2) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, should a PST be introduced in the Northwest Territories, Nunavut, or Yukon Territory, the sales tax exemption certificate would be required on purchase orders or other purchasing documents.
- (3) Federal departments are required to pay the Harmonized Sales Tax (HST) in the participating provinces of Newfoundland and Labrador, Nova Scotia and New Brunswick.
- (4) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor is required to pay the PST on taxable goods or services used or consumed in the performance of the Contract (as per appropriate provincial legislation), including material incorporated into real property.
- (5) Exceptions

The following exceptions are provided as examples and may not represent a complete list of all exceptions under the law:

  - (a) tobacco products subject to tobacco taxes (except in Alberta);
  - (b) petroleum products subject to gasoline and motive fuel taxes;
  - (c) vehicle registration fees (except in Alberta, Northwest Territories, Nunavut and Yukon Territory);

- (d) amusement/admission (Nova Scotia and New Brunswick);
- (e) insurance premiums (Quebec);
- (f) tires/batteries subject to environmental levies; and
- (g) transient living accommodation subject to hotel room taxes (British Columbia).

**3. Condition of Material**

Unless otherwise specified elsewhere in the Contract, materiel supplied shall be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the solicitation closing date.

**4. Labour and Health Conditions**

The Contractor shall comply with all labour and health conditions applicable to the Work.

**5. Transportation Charges**

If transportation charges are payable by Canada under the terms of the Contract, shipments are to be made by the most direct and economical means consistent with normal shipping practice, unless otherwise directed (as in the case when transportation costs are part of the unit price). They are to be shown as a separate item on the invoice.

**6. Valuation**

The federal government's policy of underwriting its own risks precludes payment of any excess valuation and/or transportation charges beyond the specified FOB point (the point at which title of goods passes to the federal government). Goods will be covered to the carrier's maximum liability and value will be declared only when additional costs will not be incurred.

**7. Foreign Shipments**

Goods shipped into Canada from another country are to be consigned to destination, **in bond**, unless otherwise directed.

**8. Bill of Lading**

The transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it shall accompany the shipment; in addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of supplies and contract reference numbers, including the Client Reference Number (CRN) and Procurement Business Number (PBN). If the supplies have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

**9. Invoice Submission**

Invoices shall be submitted in the name of the Contractor and shall not be submitted prior to the delivery of supplies or the performance of the services. They must show the name and address of the consignee, together with date, method of shipment, the case numbers if applicable, item, quantity, unit of issue, unit price, additional charges if applicable, and the Goods and Services Tax or the Harmonized Sales Tax if applicable, part or reference numbers, description of supplies as shown in the Contract, Contract number, requisition number, CRN, PBN and financial code(s). Separate invoices must be submitted for each shipment and must apply to one contract only. Each invoice must indicate whether it covers partial or final shipment.

**10. Inspection and Acceptance**

The goods/services are subject to inspection and acceptance by consignee at destination, unless otherwise indicated in the contractual document.

**11. Standard Clauses, Conditions and Instruction Sets**

Any standard clause, and any condition or instruction set, used or referenced in a bid solicitation or contract may be updated from time to time. When this happens, the version used in an already-issued document will remain in effect in that document, unless the updated version is legally incorporated.

**9403-2 (30/10/96) Termination for Convenience**

1. Cease all work under the Contract in accordance with and to the extent specified in the Notice of Termination. Read carefully the termination clause in your Contract.
2. Immediate steps are to be taken to terminate or reduce any subcontracts or orders to suppliers for materials and parts, this to the extent necessary to give effect to this Notice of Termination of Contract.
3. A list showing the names of all subcontractors and suppliers whose contracts or orders have been terminated pursuant to this Notice is to be forwarded immediately to the responsible Department of Public Works and Government Services (DPWGS) Contracting Officer. Opposite the name and address of each subcontractor is to be shown the Contract Price or value of the cancelled portion of terminated subcontracts or orders.
4. Where the Contractor or any subcontractor or supplier proposes to make a claim based on or arising out of this Notice, he is to take and is to instruct each of his subcontractors and suppliers affected by this Notice to take a physical inventory of materials, manufactured or purchased parts, work-in-process, and finished goods acquired or on hand for the purpose of the contract, subcontract, or order terminated by this Notice.
5. Termination claims are to be prepared and submitted at the earliest possible moment being guided in connection therewith by the *Procedures Manual on Termination of Contracts*.
6. The contents of this Notice of Termination of Contract are confidential and must not be disclosed to any person or persons except those employees, subcontractors and/or suppliers to whom it may be necessary to make such disclosure to give effect to this Notice of Termination of Contract. Every person to whom the disclosure is made is to be informed that the prohibition contained in this paragraph applies similarly to them, their employees, subcontractors, and suppliers. Should the Contractor or any of his subcontractors or suppliers be of the opinion that some publicity relative to this Notice of Termination of Contract would be in the public interest, the proposal is to be submitted to the responsible DPWGS Contracting Officer for advice as to what, if any, publicity is permissible.



9403-5 (10/12/04) Professional and Research and Development Services

**A. INSTRUCTIONS (APPLICABLE TO BID SOLICITATION)**

**1. Submission of Proposals**

- (1) This is a request (hereinafter referred to as a "bid solicitation") that proposals be developed and submitted to the Minister of Public Works and Government Services Canada (PWGSC) setting out the alternative means by which several technical, performance, time and other goals and objectives may be best met, having regard to stated mandatory requirements. Canada will consider entering into contract for the implementation of the most acceptable proposal which will be determined having regard to the evaluation factors set out in this bid solicitation. In addition, the proposal will be measured against the contract terms and conditions set forth in this bid solicitation.
- (2) It is the Bidder's responsibility to:
- (a) return a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
  - (b) direct its bid ONLY to the Bid Receiving address specified;
  - (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
  - (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

**Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.**

- (3) Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern.
- (4) Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.

Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and reissue the solicitation.

- (5) While Canada may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
- (6) Bid documents and supporting information may be submitted in either English or French.
- (7) Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All proposals will be treated as CONFIDENTIAL, subject to the provisions of the *Access to Information Act* and the *Privacy Act*.

**2. Late Bids**

It is PWGSC's policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

**3. Delayed Bids**

- (1) A bid delivered to the specified Bid Receiving area after the closing date and time but before the Contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
- (a) a CPC cancellation date stamp;
  - (b) a CPC Priority Courier Bill of Lading; and
  - (c) a CPC Xpresspost Label,

that clearly indicate that the bid was mailed prior to the bid closing date.

Example: If the bid closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

- (2) Please request the postal employee to date-stamp your envelope.
- (3) For bids transmitted by facsimile, only the date and the time of receipt recorded by PWGSC at the Bid Receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.
- (4) Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.

#### 4. Postage Meters

Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

#### 5. Responses Transmitted by Facsimile

- (1) If you are in doubt that your bid will be delivered on time at the specific location designated for the receipt of the bid, you may use a facsimile, unless otherwise instructed in the bid solicitation.
- NOTE:** Due to the volume of technical material required for some bids, certain bid solicitations may specify that submissions by facsimile are not acceptable (e.g. science solicitations).
- (2) Unless otherwise instructed in the bid solicitation, the only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters sectors is (819) 997-9776.
- (3) The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified on the front page of the bid solicitation.

If the bidder chooses to submit a bid by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to the following:

- (a) receipt of garbled or incomplete bid;
  - (b) availability or condition of the receiving facsimile equipment;
  - (c) incompatibility between the sending and receiving equipment;
  - (d) delay in transmission or receipt of the bid;
  - (e) failure of the Bidder to properly identify the bid;
  - (f) illegibility of the bid; or
  - (g) security of bid data.
- (4) Bids submitted by facsimile will constitute your formal bid and must contain:
- (a) the bid reference number;
  - (b) the closing date and time;
  - (c) sufficient detail and be comprehensive enough so as to permit complete evaluation in accordance with the criteria set out in the bid solicitation.
- (5) For responses transmitted by facsimile, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this bid solicitation. All documents confirming bids should bear the word "CONFIRMATION".



**6. Pricing**

Unless otherwise specified by Canada, all prices quoted shall be net prices in Canadian funds including Canadian customs duties and excise taxes, and are to be FOB, including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) if applicable, shall be shown as a separate item.

**7. Identity or Legal Capacity of Bidder**

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

**B. CONDITIONS (APPLICABLE TO RESULTING CONTRACT)****1. Municipal Taxes**

Municipal taxes are not applicable.

**2. Provincial Taxes**

- (1) Excluding legislated exceptions (see subsection (5) below), federal government departments and agencies are not required to pay any ad valorem sales tax levied by the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:

- (a) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

Prince Edward Island OP-10000-250  
Ontario 11708174G  
Manitoba 390-516-0  
British Columbia R005521

- (b) An Exemption Certification, for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, which certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the federal government with Canada funds, and are therefore not subject to provincial/territorial sales and consumption taxes.

- (2) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, should a PST be introduced in the Northwest Territories, Nunavut, or Yukon Territory, the sales tax exemption certificate would be required on purchase orders or other purchasing documents.

- (3) Federal departments are required to pay the Harmonized Sales Tax (HST) in the participating provinces of Newfoundland and Labrador, Nova Scotia and New Brunswick.

- (4) The Contractor is not exempt from paying the PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor is required to pay the PST on taxable goods or services used or consumed in the performance of the Contract (as per appropriate provincial legislation), including material incorporated into real property.

- (5) Exceptions

The following exceptions are provided as examples and may not represent a complete list of all exceptions under the law:

- (a) tobacco products subject to tobacco taxes (except in Alberta);  
(b) petroleum products subject to gasoline and motive fuel taxes;  
(c) vehicle registration fees (except in Alberta, Northwest Territories, Nunavut and Yukon Territory);  
(d) amusement/admission (Nova Scotia and New Brunswick);  
(e) insurance premiums (Quebec);

- (f) tires/batteries subject to environmental levies;
- (g) transient living accommodation subject to hotel room taxes (British Columbia).

**3. Transportation Charges**

If transportation charges are payable by Canada under the terms of the Contract, shipments are to be made by the most direct and economical means consistent with normal shipping practice, unless otherwise directed (as in the case when transportation costs are part of the unit price). They are to be shown as a separate item on the invoice.

**4. Valuation**

The federal government's policy of underwriting its own risks precludes payment of any excess valuation and/or transportation charges beyond the specified FOB point (the point at which title of goods passes to the federal government). Goods will be covered to the carrier's maximum liability and value will be declared only when additional costs will not be incurred.

**5. Inspection and Acceptance**

The Work is subject to inspection and acceptance by the consignee at destination, unless otherwise indicated in the contractual document.

**6. Standard Clauses, Conditions and Instruction Sets**

Any standard clause, and any condition or instruction set, used or referenced in a bid solicitation or Contract may be updated from time to time. When this happens, the version used in an already-issued document will remain in effect in that document, unless the updated version is legally incorporated.

9403-6 (10/06/05) Standard Instructions and Conditions - Standing Offers

**Part A. Instructions (Applicable to Requests for a Standing Offer)**

**1. Method of Supply**

One method of supply used by Public Works and Government Services Canada (PWGSC) to satisfy the requirements of identified users is to arrange with offerors to submit a Standing Offer to provide goods, services, or both, to the federal government during a specified period. The identified users to be served are then delegated purchasing authority by PWGSC and may access the source of supply directly, as and when requested, by issuing call-ups detailing the exact quantities of goods or level of services they wish to order from the Offeror at a particular time during the effective period of the Offeror's offer and in accordance with the predetermined conditions.

**2. Purpose of the Standing Offer**

This method of supply is particularly useful in acquiring frequently ordered commercially and non-commercially available goods or services when the total volume or value of goods or level of services that may be required by one or more identified users can be estimated beforehand, but it is not possible at the outset to identify the exact requirements for any given user at a specific time in the future.

Inasmuch as PWGSC, during the period stated in the Request for a Standing Offer (RFSO), foresees a potential need for goods or services, or both, the Offeror is hereby invited to provide PWGSC with a Standing Offer.

**3. Quantity**

The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. The making of a Standing Offer by the Offeror shall not constitute an agreement by Canada or any Identified User to order any or all of the said goods or services. The Identified User may make one or several call-ups against a Standing Offer.

**4. DPWGS Obligation**

A request does not commit PWGSC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services or supplies. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

**5. Process**

The Standing Offer is normally processed as follows:

- (a) An RFSO is obtained by offerors (suppliers) through the Government Electronic Tendering Service (GETS), provided by MERX.
- (b) Offerors then complete the request and return it to PWGSC as a proposed Standing Offer.
- (c) PWGSC issues a Standing Offer and Call-up Authority (SOCA) to successful offerors and identified users (customer departments or agencies) authorized to make call-ups directly.

**6. Submission of Offers**

(1) It is the Offeror's responsibility to:

- (a) return a signed original of the RFSO, duly completed, **in the format requested**;
- (b) direct its offer **only** to the PWGSC receiving address specified;
- (c) ensure that the Offeror's name, the PWGSC file number, and solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the solicitation.

**Timely and correct delivery of offers to the specified delivery address is the sole responsibility of the Offeror. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.**

- (2) The evaluation of proposed standing offers may result in authorization to utilize one or more standing offers in whole or in part, taking into consideration the lowest price per item and/or destination or group of items and/or destinations or on a lowest aggregate price basis. The lowest or any proposed standing offer will not necessarily be authorized. In case of error in the extension of prices, the unit price will govern. A Standing Offer and Call-up Authority (SOCA) document may be issued against any proposed standing offer up to sixty (60) days after the closing date of the Request for a Standing Offer (RFSO), unless otherwise indicated, by Canada, in such RFSO.

Notwithstanding the offer validity period stipulated in this RFSO, Canada reserves the right to seek an extension from all responsive offerors, within a minimum of three (3) days prior to the end of such period. Offerors shall have the option to either accept or reject the extension.

If the extension referred to above is accepted, in writing, by all those who submitted responsive offers, then Canada shall continue immediately with the evaluation of the offers and its approval processes.

If the extension referred to above is not accepted, in writing, by all those who submitted responsive offers then Canada shall, at its sole discretion:

- (a) either continue to evaluate the responsive offers of those who have accepted the extension and seek the necessary approvals; or
  - (b) cancel the RFSO; or
  - (c) cancel and reissue the RFSO.
- (3) The Standing Offer should completely and thoroughly address each element of the requirement as enumerated in the RFSO. It is also essential that the elements contained in the offer be stated in a clear and concise manner.
- (4) Bid documents and supporting information may be submitted in either English or French.
- (5) Offers received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All offers will be treated as CONFIDENTIAL, subject to the provisions of the *Access to Information Act* and the *Privacy Act*.

#### **7. Responses Transmitted by Facsimile**

- (1) If there is a doubt that the offer will be delivered on time at the specific location designated for the receipt of the offer, the Offeror may use a facsimile, unless otherwise instructed in the RFSO.

**NOTE:** Due to the volume of technical material required for some offers, certain RFSO's may specify that submissions by facsimile are not acceptable (e.g. science solicitations).

- (2) Unless otherwise instructed in the RFSO, the only acceptable facsimile number for responses to RFSO's issued by PWGSC headquarters sectors is (819) 997-9776.
- (3) The facsimile number for responses to RFSO's issued by PWGSC regional offices is identified on the front page of the document.

If the Offeror chooses to submit an offer by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to the following:

- (a) receipt of garbled or incomplete offer;
  - (b) availability or condition of the receiving facsimile equipment;
  - (c) incompatibility between the sending and receiving equipment;
  - (d) delay in transmission or receipt of the offer;
  - (e) failure of the Offeror to properly identify the offer;
  - (f) illegibility of the offer; or
  - (g) security of bid data.
- (4) Offers submitted by facsimile will constitute your formal offer and must contain:

- (a) the PWGSC file reference number;
- (b) the closing date and time;
- (c) sufficient data to allow evaluation, such as unit prices, country of currency in the event that the offer is submitted in a foreign currency, sales tax, duty, technical data (where applicable) and any deviation(s) from the RFSO document.

- (5) For responses transmitted by facsimile, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this solicitation. All documents confirming bids should bear the word "CONFIRMATION".

#### **8. Late Offers**

It is PWGSC's policy to return, unopened, offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described below.

#### **9. Delayed Offers**

- (1) An offer delivered to the specified Bid Receiving area after the closing date and time but before the issue of a SOCA may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:

- (a) a CPC cancellation date stamp;
- (b) a CPC Priority Courier Bill of Lading; and
- (c) a CPC Xpresspost Label,

that clearly indicate that the offer was mailed prior to the RFSO closing date.

Example: If the RFSO closing date was May 15, 2005, then the CPC cancellation date stamp should read no later than May 14, 2005, to be accepted.

- (2) Please request the postal employee to date-stamp your envelope.
- (3) For offers transmitted by facsimile, only the date and the time of receipt recorded by PWGSC at the Bid Receiving number stated in the solicitation document will be accepted as evidence of a delayed offer.
- (4) Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by PWGSC.

#### **10. Postage Meters**

Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

#### **11. Standard Clauses, Conditions and Instruction Sets**

Any standard clause, and any condition or instruction set, used or referenced in an RFSO, a Standing Offer, or a call-up pursuant to a standing offer may be updated from time to time. When this happens, the version used in an already-issued document will remain in effect in that document, unless the updated version is legally incorporated.

#### **12. Identity or Legal Capacity of Offeror**

In order to establish the legal capacity under which an Offeror proposes to enter into a Standing Offer, any offeror who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to the issuance of a Standing Offer. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

### **Part B. Particulars of the Standing Offer**

**1. General**

- (1) The Offeror acknowledges that a standing offer is not a contract.
- (2) The Offeror offers to sell or provide and deliver to Canada, acting through and represented by the Minister of Public Works and Government Services, the goods or services, or both, listed at the price(s) or on the pricing basis set out, as and when the Identified User may request such goods or services, in accordance with the following provisions.
- (3) It is understood and agreed that:
  - (a) a call-up against a standing offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of the Standing Offer;
  - (b) the issue and distribution of the authorization to use this Standing Offer does not oblige Canada to authorize or order all or any of the goods, services, or both, described in the Standing Offer;
  - (c) Canada's liability shall be limited to that which arises from call-ups against the offer, made within the period specified in the SOCA;
  - (d) Canada reserves the right to procure the specified goods or services by means of contracts, standing offers, or by other contracting methods;
  - (e) Canada may require at its sole discretion that the purchasing of these goods or services be performed, in whole or in part, through electronic means. In such event, Canada may require the Supplier to levy a fee from the identified users on Canada's behalf.

**2. Notification of Withdrawal/Revision**

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against a standing offer has been given, the Offeror shall provide no less than thirty (30) days' written notice to the Contracting Authority, unless otherwise indicated in the SOCA, in order that the Contracting Authority may inform all identified users. Such withdrawal of Standing Offer shall not be effective until receipt of such notification by PWGSC and the expiry of such notice period. The Offeror hereby agrees to fulfil any and all call-ups which may be made before the expiry of such notice period. If the period of the Standing Offer is extended or the limitation of expenditure is increased, the Contracting Authority will issue a revision to the SOCA.

**3. Call-up Instrument**

The identified users shall order goods and services either on form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or on such other call-up document as may be specified in the Standing Offer. Goods and services may also be ordered by other methods such as telephone, facsimile, or electronic means, but must be confirmed in writing either on form PWGSC-TPSGC 942 or on such other document as may be specified.

Call-ups against a standing offer paid for with the Government of Canada acquisition card (credit card) at point of sale will be accorded the same prices and terms and conditions as any other call-up.

**Part C. Conditions****1. Applicability**

The following conditions apply to all contracts resulting from any call-up pursuant to the standing offer.

**2. Municipal Taxes**

Municipal taxes are not applicable.

**3. Provincial Taxes**

- (1) Excluding legislated exceptions (see subsection (5) below), identified users are not required to pay any ad valorem sales tax levied by the province in which the taxable goods or services are delivered. This exemption has been provided to identified users under the authority of one of the following:

- (a) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:
- |                      |              |
|----------------------|--------------|
| Prince Edward Island | OP-10000-250 |
| Ontario              | 11708174G    |
| Manitoba             | 390-516-0    |
| British Columbia     | R005521      |
- (b) An Exemption Certification, for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, which certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the federal government with Canada funds, and are therefore not subject to provincial/territorial sales and consumption taxes.
- (2) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, should a PST be introduced in the Northwest Territories, Nunavut, or Yukon Territory, the sales tax exemption certificate would be required on purchase orders or other purchasing documents.
- (3) Federal departments are required to pay the Harmonized Sales Tax (HST) in the participating provinces of Newfoundland and Labrador, Nova Scotia and New Brunswick.
- (4) The Offeror is not exempt from paying the PST under the above Exemption Licence Numbers or Exemption Certification. The Offeror is required to pay the PST on taxable goods or services used or consumed in the performance of the contract (as per appropriate provincial legislation), including material incorporated into real property.
- (5) Exceptions
- The following exceptions are provided as examples and may not represent a complete list of all exceptions under the law:
- (a) tobacco products subject to tobacco taxes (except in Alberta);
  - (b) petroleum products subject to gasoline and motive fuel taxes;
  - (c) vehicle registration fees (except in Alberta, Northwest Territories, Nunavut and Yukon Territory);
  - (d) amusement/admission (Nova Scotia and New Brunswick);
  - (e) insurance premiums (Quebec);
  - (f) tires/batteries subject to environmental levies;
  - (g) transient living accommodation subject to hotel room taxes (British Columbia).

#### **4. Invoices**

Invoices must be submitted in the name of the Offeror and are not to be submitted prior to the delivery of supplies or the performance of the services. They must show the name and address of the consignee, together with date, method of shipment, the case numbers if applicable, item, quantity, unit of issue, unit price, additional charges if applicable, and the Goods and Services Tax or the Harmonized Sales Tax if applicable, part or reference numbers, description of supplies as shown in the Standing Offer, Standing Offer number, requisition number, Client Reference Number (CRN), Procurement Business Number (PBN) and financial code(s). Separate invoices must be submitted for each shipment and must apply to one call-up only. Each invoice must indicate whether it covers partial or final shipment.

#### **5. Bills of Lading**

The transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when allowed), in which event it shall accompany the shipment; in addition, a packing slip must accompany each shipment, be clearly visible, and show item, quantity, part or reference numbers, description of supplies and contract reference numbers, including the CRN and PBN. If the supplies have been inspected at the Offeror's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

#### **6. Inspection and Acceptance**

The goods and/or services are subject to inspection and acceptance by the consignee at destination, unless otherwise indicated in the Standing Offer and Call-up Authority.

#### **7. Condition of Material**

Unless otherwise specified elsewhere in the Contract, materiel supplied shall be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the solicitation closing date.

**8. Transportation Charges**

If transportation charges are payable by Canada under the terms of the Contract, shipments are to be made by the most direct and economical means consistent with normal shipping practice, unless otherwise directed (as in the case when transportation costs are part of the unit price). They are to be shown as a separate item on the invoice.

**9. Valuation**

The federal government's policy of underwriting its own risks precludes payment of any excess valuation and/or transportation charges beyond the specified FOB point (the point at which title of goods passes to the federal government). Goods will be covered to the carrier's maximum liability and value will be declared only when additional costs will not be incurred.

**10. Shipment into Canada**

Goods shipped into Canada from another country are to be consigned to destination, IN BOND, unless otherwise directed.



## CCC-6 (10/12/04) Canadian Commercial Corporation

1. The prices include packing, cartage and loading charges, unless otherwise specified in this Contract.
2. Payment will be made upon presentation to Canadian Commercial Corporation (CCC) of the required documents. Interest will not be paid on any sum overdue. Cash discounts will be calculated from the actual date invoices are received with all supporting documents.
3. (a) **Contracts for defence requirements of governments other than United States (U.S.):** Public Works and Government Services Canada (PWGSC) general conditions 1026A, Supplies - Firm Price, or 1026B, Supplies - Cost Reimbursement, as applicable, (a copy of which the Supplier acknowledges having received) shall form part of this Contract.  
(b) **Contracts for requirements of the Government of the U.S.:** general conditions 1026A, with the exception of sections 06, 07, 08, 19, 21 and 28 thereof, or if applicable, the general conditions 1026B, with the exception of sections 07, 08, 09, 23 and 24 thereof, and the sections referred to in the U.S. contract copies of which the Supplier acknowledges to have received, shall be applicable to and form part of the Contract.  
(c) **Contracts for non defence requirements:** general conditions CCC50, Canadian Commercial Corporation (a copy of which the Supplier acknowledges having received) shall form part of this Contract.
4. The applicable Labour provisions established by Order in Council P.C. 1954-2029 of December 22, 1954, (a copy of which the Supplier acknowledges to have received) and all amendments thereto shall apply and form part of this Contract.
5. The supplies shall be delivered strictly in accordance with the quantities, specifications, terms and conditions hereof. Time is of the essence in this Contract. (See time of delivery indicated and penalties for default set out in the general conditions).
6. If required, the Supplier will enter into a formal agreement with the Buyer containing such terms and conditions (not inconsistent with the terms and conditions hereof) as may be required by the Buyer. Unless and until such a formal agreement is entered into, this shall be the only contract and the terms and conditions hereof shall not be altered or added to by anything not set out herein.
7. The supplies shall be at the risk of the Supplier, and the Supplier shall bear all loss or damage whatsoever from whatsoever cause arising which may occur to the supplies or any part thereof up to the time the same are delivered at the FOB point or FAS point or other place of delivery specified in this Contract.
8. The Buyer reserves the right to change the place of delivery shown in this Contract to such other place as the Buyer may direct at any time prior to actual shipment, in which case the Supplier agrees to comply with such direction and shall be entitled to be reimbursed for any additional costs incurred or agrees to reduce its price or prices to the extent of any lesser costs involved.
9. Where the sale of the supplies is by description and there has been no examination or inspection of the supplies by or on behalf of the Buyer prior to delivery thereof, and the supplies do not correspond with the description, thereby involving a breach of a condition or warranty, expressed or implied, then the failure to inspect or reject the supplies shall not impose liability on the Buyer for such supplies which are not in accordance with the description and any and all costs and expenses incurred by the Buyer in respect of any such supplies which may be rejected at their destination, shall be borne by the Supplier.
10. The Supplier shall procure and/or supply at no additional cost to the Buyer all documents and reports which are necessary in connection with the delivery and shipment of the supplies, including the documents and reports specified in this Contract and such other documents and reports as may be required by the Buyer.
11. Any necessary export permits are to be obtained by the Supplier prior to shipment. Assistance is available from CCC.
12. Inspection is to be arranged by and to the satisfaction of the Inspector, if any, named in this Contract to whom all questions regarding drawings, specifications, etc., must be referred, and with whom arrangements for inspection must be made prior to shipment of the supplies. The Supplier shall obtain inspection reports.

