
Section 5

C - Price

C - Price

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following certification in all non-competitive firm price contracts , for products and services valued at \$50,000 or more, to be awarded to foreign suppliers.

C0001T (14/05/04) Price Certification - Foreign Suppliers

The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for like quality and quantity of the products/services.

C0001T (01/06/91) Price Certification

Effective 14/05/04, this clause is superseded by C0001T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following certification in all non-competitive firm price contracts, for commercial products/services, other than petroleum products, valued at \$50,000 or more, to be awarded to Canadian suppliers other than agency and resale outlets.

C0002T (14/05/04) Price Certification - Canadian Suppliers (other than agency and resale outlets)

The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services, does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity, and does not include any provision for discounts to selling agents.

C0002T (01/06/91) Price Certification

Effective 14/05/04, this clause is superseded by C0002T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following certification in all non-competitive firm price contracts, for non-commercial products/services valued at \$50,000 or more, to be awarded to Canadian suppliers.

C0003T (14/05/04) Price Certification - Canadian Suppliers

The Bidder certifies that the price quoted is based on costs computed in accordance with Contract Cost Principles 1031-2, and includes an estimated amount of profit of \$_____.

C - Price

C0003T (01/06/91) Price Certification

Effective 14/05/04, this clause is superseded by C0003T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following certification in all non-competitive firm price contracts, for commercial products/services valued at \$50,000 or more, to be awarded to Canadian agency and resale outlets, including subsidiaries of foreign manufacturers.

C0004T (14/05/04) Price Certification - Canadian Agency and Resale Outlets

The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for like quality and quantity of the products/services and does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity.

C0004T (01/06/91) Price Certification

Effective 14/05/04, this clause is superseded by C0004T.

C0005T (01/06/91) Price Certification

Effective 31/03/95, this clause is superseded by C0003T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following certification in all non-competitive firm price contracts, for petroleum products valued at \$50,000 or more.

C0006T (14/05/04) Price Certification - Petroleum Products

The Bidder certifies that the price is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for like quality and quantity, time, place and method of delivery of the products. The Bidder further certifies that its profit does not exceed that normally obtained on the sale of like quality and quantity, time, place and method of delivery of the products, and does not include any provisions for discounts to selling agents.

C - Price

C0006T (01/06/91) Price Certification

Effective 14/05/04, this clause is superseded by C0006T.

C0007T (01/06/91) Price Certification

Effective 01/05/96, this clause is superseded by C0008T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0008T (14/05/04) Price Support

The Bidder, in support of the quoted price, is required to provide:

- (a) a copy of the applicable current published price list; or
 - (b) a copy of a paid invoice for like items (like quality and quantity) sold to other customers; or
 - (c) a completed Price Analysis form, PWGSC-TPSGC 1116 (*french version also available - PWGSC-TPSGC 1116-1*).
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C0008T (30/05/03) Price Support

Effective 14/05/04, this clause is superseded by C0008T.

C0009T (24/05/02) Sole Bid - Price Support

1. In the event that your bid is the sole bid received, Government Contract Regulations require price support be submitted in conjunction with the offer. Acceptable price support is one or more of the following:
 - (a) current published price list indicating the percentage discount available to the Department of Public Works and Government Services; or
 - (b) paid invoices for like items (like quality and quantity) sold to other customers; or
 - (c) price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.

C - Price

C0009T (25/05/01) Sole Bid - Price Support

Effective 24/05/02, this clause is superseded by C0009T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following certification in all non-competitive firm price contracts, valued at \$50,000 or more, to be awarded to Canadian universities, affiliated institutions and colleges. (For more information, refer to *Supply Manual* procedures 10.090 to 10.098.)

C0012T (16/12/05) Price Certification - Canadian Universities and Colleges

The Bidder certifies that the price quoted is based on costs computed in accordance with the Public Works and Government Services Canada (PWGSC) *Supply Manual* procedures on the pricing of "Research and Development Contracts with Universities and Colleges".

The Manual is available on the following PWGSC Website:
<http://www.pwgsc.gc.ca/acquisitions/text/sm/sm-e.html>.

C0012T (14/05/04) Price Certification - Canadian Universities and Colleges

Effective 16/12/05, this clause is superseded by C0012T.

Remarks: Use of the following clause for non-competitive acquisition of commercial products/services valued over \$50,000 whenever price certification clause C0002T, C0004T or C0006T is used.

C0100D (13/12/99) Discretionary Audit

The Contractor's certification that the price/rate is not in excess of the lowest price/rate charged anyone else, including the Contractor's most favoured customer, for like quality and quantity of the products/services, is subject to verification by government audit, at the Minister's discretion, before or after payment is made to the Contractor under the terms and conditions of the Contract. If the said audit demonstrates that the certification is in error, it is agreed that the Contractor shall make repayment to Canada in the amount found to be in excess of the lowest price.

C0100D (01/06/91) Discretionary Audit

Effective 13/12/99, this clause is superseded by C0100D.

C - Price

Remarks: Use the following clause for non-competitive acquisitions on non-commercial products/services valued over \$50,000 whenever price certification clause C0003T is used.

C0101D (12/05/00) Discretionary Audit

The estimated amount of profit included in the Contractor's price or rate certification is subject to verification by government audit, at Canada's discretion, before or after payment is made to the Contractor under the terms and conditions of the Contract. The purpose of such audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts received during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). If the said audit demonstrates that actual profit is not fair and reasonable, as defined above, it is agreed that the Contractor shall repay Canada the amount found to be in excess of a fair and reasonable profit.

C0101D (01/05/96) Discretionary Audit

Effective 12/05/00, this clause is superseded by C0101D.

C0102C (12/05/00) Discretionary Audit

Effective 14/04/04, this clause is superseded by C0102D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all non-competitive firm price contracts, valued at \$50,000 or more, that are awarded to Canadian universities, affiliated institutions and colleges where a price certification was obtained. (For more information, please refer to *Supply Manual* procedures 10.090 to 10.098.)

C0102D (16/12/05) Discretionary Audit

1. Notwithstanding the Accounts and Audit clause, section _____ of general conditions _____ (***Insert number and full title***), the Contractor's certification that the price quoted is based on costs computed in accordance with Public Works and Government Services Canada (PWGSC) *Supply Manual* procedures for the pricing of " Research and Development Contracts with Universities and Colleges" is subject to audit.
2. The purpose of such audit would be to determine that the total price charged by the Contractor on a single contract, where only one exists, or a series of negotiated firm price contracts, where more than one exists, was in accordance with the aforementioned procedures.
3. Any payments made pending completion of the audit shall be regarded as interim payments only and shall be adjusted to the extent necessary to reflect the results of the said audit. If there has been an overpayment, it shall be promptly refunded to Canada.

C - Price

4. The Manual is available on the following PWGSC Website:
<http://www.pwgsc.gc.ca/acquisitions/text/sm/sm-e.html>.
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C0102D (10/12/04) Discretionary Audit

Effective 16/12/05, this clause is superseded by C0102D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in cost reimbursable with incentive fee contracts to denote the basis of payment terms.

C0200D (10/12/04) Basis of Payment - Incentive Fee

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, as established by government audit in accordance with Contract Cost Principles 1031-2, plus a fixed fee of \$ _____, plus an amount by way of bonus (if any) equal to _____ percent of the amount by which the audited cost is less than the target cost of \$ _____, provided that in no event shall the total profit consisting of fixed fee and bonus exceed \$ _____. The results and findings of government's audit shall be conclusive.

C0200D (01/05/96) Basis of Payment

Effective 10/12/04, this clause is superseded by C0200D.

Remarks: Use the following clause in cost reimbursable with no fee contracts to denote the basis of payment terms.

C0201D (10/12/04) Basis of Payment - No Fee

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, as established by government audit in accordance with Contract Cost Principles 1031-2. The results and findings of government's audit shall be conclusive.

C0201D (01/05/96) Basis of Payment

Effective 10/12/04, this clause is superseded by C0201D.

C - Price

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in cost reimbursable with fixed fee contracts to denote the basis of payment terms.

C0202D (10/12/04) Basis of Payment - Fixed Fee

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, as established by government audit in accordance with Contract Cost Principles 1031-2, plus a fixed fee of \$ _____. The results and findings of government's audit shall be conclusive.

C0202D (01/05/96) Basis of Payment

Effective 10/12/04, this clause is superseded by C0202D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in cost reimbursable with fixed fee and swing points contracts to denote the basis of payment terms.

C0203D (10/12/04) Basis of Payment - Fixed Fee and Swing Points

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, as established by government audit in accordance with Contract Cost Principles 1031-2, plus a fixed fee of \$ _____, except that in the event that the incurred cost is less than \$ _____ or more than \$ _____, the said fee will be renegotiated. The results and findings of government's audit shall be conclusive.

C0203D (01/05/96) Basis of Payment

Effective 10/12/04, this clause is superseded by C0203D.

C0204D (01/05/96) Basis of Payment

This clause is cancelled effective 10/12/04.

C - Price

C0204D (01/06/91) Basis of Payment

Effective 01/05/96, this clause is superseded by C0204D.

Remarks: Use the following clause in cost reimbursable with fee based on actual costs (cost plus) contracts to denote the basis of payment terms.

C0205D (10/12/04) Basis of Payment - Actual Costs

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, as established by government audit in accordance with Contract Cost Principles 1031-2, plus a profit determined in accordance with the appropriate Public Works and Government Services Canada's profit policy. The results and findings of government's audit shall be conclusive.

C0205D (03/02/97) Basis of Payment

Effective 10/12/04, this clause is superseded by C0205D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in "Limitation of Expenditure" contracts which include the Basis of Payment as an annex.

C0206C (15/06/98) Basis of Payment - Limitation

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, and a firm profit, in accordance with Annex "___" attached hereto and forming part of this Contract.

C0206C (01/04/92) Basis of Payment - Limitation

Effective 15/06/98, this clause is superseded by C0206C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in firm price contracts, and should always be used in combination with clause C2215D.

C - Price

C0207C (10/12/04) Basis of Payment - Firm Price

1. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid a firm price of \$_____, Goods and Services Tax or Harmonized Sales Tax extra, if applicable.
 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.
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C0207C (30/05/03) Basis of Payment - Firm Price

Effective 10/12/04, this clause is superseded by C0207C.

C0208C (01/06/91) Hovercraft - Basis of Payment

This clause is cancelled effective 01/12/92.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0209D (15/09/97) Proposed Basis of Payment

1. The proposed Basis of Payment is to be submitted as a separate section within the proposal and should include the following elements:

Fees:

Firm, all inclusive _____ (daily/hourly) rates, Goods and Services Tax (GST) extra or Harmonized Sales Tax (HST) extra, as appropriate, FOB destination as follows:

Category of Personnel, Firm Rate \$ _____

Total Estimated Cost \$ _____, or
Total Ceiling Price \$ _____.

Fees:

Firm, all-inclusive _____ (daily/hourly) rate(s), GST extra or HST, as appropriate, FOB destination, for services as follows:

Description, Firm Rate \$ _____

Total Estimated Cost \$ _____, or
Total Ceiling Price \$ _____.

Firm, all inclusive unit price, GST extra or HST extra, as appropriate, FOB destination, of \$ _____.

Total Estimated Cost \$ _____

C - Price

Firm, all-inclusive lot price for _____, GST extra or HST extra, as appropriate, FOB destination, of \$_____.

Total Estimated Cost \$_____, or
Total Ceiling Price \$_____, or
Total Firm Price \$_____.

2. The daily rates specified above are based on _____ hours. For work performed for a duration of more or less than one day, the daily rate specified will be prorated to cover the actual time worked.

C0209D (01/08/92) Proposed Basis of Payment

Effective 15/09/97, this clause is superseded by C0209D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in conjunction with clause A9094C. This clause should show the amount for the precontractual period and for the period from the contract date to contract completion and should be included in the Basis of Payment. The "Limitation of Expenditure" clause should reflect the total of items 1. and 2. below.

C0210C (12/05/00) Precontractual Work - BoP Supplement

1. In consideration of the services provided for the period from _____ (start date) up to _____ (date prior to the effective date of the Contract), the Contractor shall be paid the sum of \$_____ (Goods and Services Tax extra or Harmonized Sales Tax extra, as appropriate).
2. For the period from _____ (effective date of the Contract) to Contract completion, the Contractor shall be paid in accordance with the Basis of Payment.

C0210C (15/09/97) Precontractual Work - BoP Supplement

Effective 12/05/00, this clause is superseded by C0210C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for maintenance services when firm monthly and hourly rates form part of the contract.

C0211C (15/09/97) Basis of Payment

1. The Contractor will be paid a firm monthly rate, in arrears, for the preventive and remedial maintenance services (including parts, labour, travel and living) performed during the Principal Period of Maintenance (PPM), as detailed in Appendix "_____", FOB Destination, Custom duty

C - Price

included where applicable, Goods and Services Tax (GST) extra or Harmonized Sales Tax (HST) extra, as appropriate.

2. The Contractor will be paid a firm, all inclusive hourly rate, for maintenance services performed outside of the PPM for items listed in Appendix "____," FOB Destination, Customs Duty included where applicable, GST extra or HST extra, as appropriate, of

\$ _____ per hour for first year;
\$ _____ per hour for option year.

C0211C (01/05/96) Basis of Payment

Effective 15/09/97, this clause is superseded by C0211C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for on-site maintenance services when hourly rates are proposed - cost reimbursable.

C0212C (10/12/04) Basis of Payment - Hourly Rates

For on-site maintenance and related services for the equipment listed in Appendix "____" during the Principal Period of Maintenance (PPM) and outside the PPM, as defined in this Contract, the Contractor shall be paid for the labour, material (if any) and travel and living expenses (where applicable) as follows:

For the period of twelve (12) months commencing on _____:

Labour

The Contractor shall be paid for the actual hours worked at the firm hourly rates detailed in Appendix "____" attached hereto. The Contractor shall be paid an initial half hour minimum charge calculated from the time the Contractor's technician arrives on-site. All additional chargeable time, over and above the first half hour, is to be rounded to the nearest quarter hour.

Material and Replacement Parts

The material and replacement parts shall be provided at the list price attached as Appendix "____" hereto, less a discount of _____ percent. All prices for parts and material are FOB destination, custom duty included, as applicable. (Goods and Services Tax or Harmonized Sales Tax, as applicable, is extra.)

Travel and Living Expenses

There shall be no travel time or travel and living expenses payable for services rendered within _____ kilometres from the Designated Service Centre listed in Appendix "____" attached hereto.

For services rendered further than _____ kilometres from the Designated Service Centre, the Contractor shall be paid its actual travel time in accordance with the hourly rates specified in Appendix "____."

In addition, reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the Work, as authorized in advance by the Maintenance Coordinator, will be reimbursed, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Estimated Cost: _____.

C - Price

All payments are subject to government audit.

On-call Services (Wait-Time)

The Contractor shall be paid for the actual hours of on-call period (wait time) at the firm hourly rate of \$ ____.

Estimated cost for articles: ____ : \$ ____.

C0212C (12/12/03) Basis of Payment - Hourly Rates

Effective 10/12/04, this clause is superseded by C0212C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for services - firm price.

C0213C (10/12/04) Basis of Payment - Firm Price

The Contractor shall be paid the firm lot price of \$ _____ for work and services performed pursuant to this Contract.

Travel and Living Expenses

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Estimated Cost: ____.

All payments are subject to government audit.

All travel must have prior authorization of the _____ (*Insert name of relevant authority*).

Goods and Services Tax or Harmonized Sales Tax, as applicable, estimated at \$ _____, is extra to the Estimated Cost shown herein and shall be paid in accordance with the provisions of clause _____.

Subject to the exercise of the Contract option for additional services in accordance with clause _____ herein, the Contractor shall be paid the firm lot price of \$ _____ to perform all work and services required to be performed in relation to the contract extension.

Unfunded

All deliverables items are FOB Destination, and Canadian Customs Duty included, where applicable.

C - Price

C0213C (12/12/03) Basis of Payment - Firm Price

Effective 10/12/04, this clause is superseded by C0213C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for service contracts when firm per diem rates are proposed - cost reimbursable.

C0214C (10/12/04) Basis of Payment - Firm per Diem Rates

The Contractor shall be paid the following firm per diem rates for work and services performed pursuant to this Contract.

Category	Firm Per Diem Rate
_____	\$ _____
_____	\$ _____
Total Estimated Price: \$ _____	

Subject to the exercise of the Contract option to extend the Contract period, the Contractor shall be paid the following firm per diem rates to complete all work and services required to be performed in relation to the Contract extension.

Category	Firm Per Diem Rate
_____	\$ _____
_____	\$ _____
Unfunded	

Goods and Services Tax or Harmonized Sales Tax, as applicable, estimated at \$ _____, is extra to the "Total Estimated Price" shown herein and shall be paid in accordance with the provisions of clause "_____."

All deliverables items are FOB Destination, and Canadian Customs Duty included, where applicable.

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

Hours worked: 7.5 x per diem rate

Note to Paying Office

The amount of Canadian dollars has been calculated on the basis of exchange of C\$ _____ being equal to US\$1. Payment shall be made in American funds and the amount required in Canadian funds shall be adjusted to correspond to the rate of exchange in effect when the necessary foreign funds are purchased.

Travel and Living Expenses

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Estimated Cost: _____.

C - Price

All payments are subject to government audit.

All travel must have prior authorization of the _____ (*Insert name of relevant authority*).

C0214C (12/12/03) Basis of Payment - Firm per Diem Rates

Effective 10/12/04, this clause is superseded by C0214C.

Remarks: Use this clause in any single/sole source Request for Proposal for which a cost-reimbursable method of payment is clearly indicated or in any contract containing a cost-reimbursable element within the basis of payment, **except** for printing requirement contracts providing assistance to contractors for the purchase of equipment.

For printing requirements, use clause C0301D.

C0300D (30/05/03) Cost Submission

1. Upon completion of the Contract and also annually for multi-year contracts spanning more than one contractor fiscal year, the Contractor shall prepare and submit the Contractors Cost Submission, form PWGSC-TPSGC 7953 (*french version also available - PWGSC-TPSGC 7953-1*) in triplicate to the Contracting Authority specified in the Contract. This cost submission covering each item with a cost-reimbursable basis of payment in the Basis of Payment section of the Contract shall be signed and certified accurate by two (2) officers of the Contractor, including its chief financial officer (unless expressly provided otherwise in writing), and shall contain a breakdown of the following elements where applicable.
 - (a) direct materials;
 - (b) material handling overhead;
 - (c) direct productive labour;
 - (d) department overhead;
 - (e) engineering labour;
 - (f) engineering overhead;
 - (g) direct charges;
 - (h) general and administrative overhead;
 - (i) other contract costs;
 - (j) profit;
 - (k) royalty;
 - (l) freight-out;
 - (m) Goods and Services Tax and/or Harmonized Sales Tax, if applicable.

C - Price

2. A single copy of reasonable supporting information for each cost element shall be forwarded at the same time. More detailed documentation as required under General (C) on form PWGSC-TPSGC 7953 shall be kept readily available in the Contractor's offices, in order that an in-depth audit can be carried out subsequently if deemed necessary by Canada.
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C0300D (15/06/98) Cost Submission

Effective 30/05/03, this clause is superseded by C0300D.

Remarks: Use the following clause for printing requirements only. This clause should be used in any of the undernoted situations:

- a) any single source Request for Proposal for which a cost reimbursable method of payment is clearly indicated;
- b) any contract containing a cost reimbursable element within the Basis of Payment.

C0301D (01/05/96) Cost Submission

1. Upon completion of the Contract, the Contractor shall prepare and submit a Cost Submission to the Contracting Authority specified in the Contract. The Cost Submission shall be signed and certified as accurate by the Contractor's Senior Financial Officer and shall contain a breakdown of the following cost elements as applicable:
 - (a) material;
 - (b) subcontract;
 - (c) preparation charges;
 - (d) press charges;
 - (e) bindery charges;
 - (f) profit;
 - (g) delivery charges.
 2. Supporting information for each cost element must be available and be in sufficient detail that an in depth audit can be carried out if deemed necessary by Canada.
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C0301D (01/06/91) Cost Submission

Effective 01/05/96, this clause is superseded by C0301D.

C - Price

C0302D (01/06/91) Invoices

This clause is cancelled effective 30/10/96.

Remarks: Use the following clause when it is the intention to combine the Audit and Cost Submission provisions in "Limitation of Expenditure" and "Ceiling Price" contracts awarded to Canadian universities, affiliated institutions, and colleges.

C0303C (10/12/04) Audit and Cost Submission

1. The amount claimed under the terms and conditions of this Contract, as computed in accordance with the Basis of Payment, is subject to government audit.
 2. Any payments made pending completion of the audit shall be regarded as interim payments only and shall be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, it shall be promptly refunded to Canada.
 3. On completion of the Contractor's obligations under this Contract, the Contractor shall, if requested, prepare and submit a cost submission to the Contracting Authority specified in this Contract. The cost submission shall be signed and certified by the Contractor's Senior Financial Officer and shall contain a breakdown of the applicable elements of cost, for example:
 - (a) direct labour;
 - (b) direct materials;
 - (c) direct charges;
 - (d) subcontracts.
 4. Supporting information for each element of cost shall be available and shall be in sufficient detail that an in-depth audit can be performed.
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C0303C (01/05/96) Audit/Cost Submission

Effective 10/12/04, this clause is superseded by C0303C.

Remarks: Use the following clause in contracts when the basis of payment is to be based on costs in accordance with Contract Cost Principles 1031-2.

C0304C (10/12/04) Cost Submission

1. On completion of the Contractor's obligations under this Contract, the Contractor shall prepare and submit a cost submission to the Contracting Authority specified in this Contract. The cost submission shall be a statement of the costs incurred by the Contractor, in accordance with the Basis of Payment, for the Work performed under the terms of this Contract.
2. The cost submission shall be signed and certified by the Contractor's Senior Financial Officer and shall contain a breakdown of all applicable elements of cost, for example:
 - (a) direct material costs;

C - Price

- (b) general and administrative costs;
- (c) direct labour overhead;
- (d) direct costs;
- (e) profit;
- (f) subcontracts;
- (g) overhead costs;
- (h) Goods and Services Tax and/or Harmonized Sales Tax, if applicable;
- (i) delivery charges.

3. Supporting information for each element of cost shall be available and shall be in sufficient detail that an in-depth audit can be carried out.
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C0304C (15/06/98) Cost Submission

Effective 10/12/04, this clause is superseded by C0304C.

Remarks: Use the following clause in contracts which contain a "Limitation of Expenditure" or a "Ceiling Price" clause when the basis of payment is other than cost reimbursable in accordance with Contract Cost Principles 1031-2.

C0305C (10/12/04) Cost Submission

1. On completion of the Contractor's obligations under this Contract, the Contractor shall prepare and submit a cost submission to the Contracting Authority specified in this Contract. The cost submission shall be a statement of the costs incurred by the Contractor, in accordance with the Basis of Payment, for the Work performed under the terms of this Contract.
 2. The cost submission shall be signed and certified by the Contractor's Senior Financial Officer and shall contain a breakdown of each cost element.
 3. Supporting information for each element of cost shall be available and shall be in sufficient detail that an in-depth audit can be carried out.
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C0305C (01/05/96) Cost Submission

Effective 10/12/04, this clause is superseded by C0305C.

C0306C (31/01/92) Proposal Cost

Effective 01/05/96, this clause is superseded by C0306T.

C - Price

C0306T (13/12/02) Proposal and Pre-award Costs

No payment shall be made for costs incurred in the preparation and submission of a proposal in response to this Request for Proposal.

No costs incurred before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resultant contract.

C0306T (01/05/96) Proposal and Preaward Costs

Effective 13/12/02, this clause is superseded by C0306T.

Remarks: Use the following clause for Repair and Overhaul Service contracts.

C0307D (15/09/97) Cost Submission

1. If requested by the Contracting Authority or audit agency designated by the Contracting Authority, the Contractor shall prepare and submit to the Contracting Authority or the audit agency as applicable, a cost submission, upon completion of the contract or annually for multi-year contracts spanning more than one contractor fiscal year. The cost submission shall be a statement of the costs incurred by the Contractor, categorized in accordance with the Basis of Payment, for the work performed under the terms of the contract.
 2. The cost submission shall be signed and certified by the Contractor's senior financial officer and shall contain a breakdown of all applicable elements of cost, for example:
 - (a) Direct material
 - (b) Direct labour
 - (c) Direct charges
 - (d) Overhead
 - (e) Subcontracts
 - (f) General and administrative
 - (g) Goods and Services Tax
 - (h) Harmonized Sales Tax
 - (i) Royalty
 - (j) Freight
 - (k) Profit
 3. Supporting information for each element of cost shall be available and shall be in sufficient detail that an in-depth audit can be carried out.
-
-

C - Price

C0307D (01/06/94) Cost Submission

Effective 15/09/97, this clause is superseded by C0307D.

C0400D (01/06/91) Basis of Pricing

This clause is cancelled effective 01/05/96.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0401D (01/06/91) Pricing

Prices as listed in your regular, seasonal and sale catalogues and/or current published price lists, less a discount of ____ percent.

In addition to the above pricing, special offering due to year end or surplus manufacturing runs, special job lots, sales, etc., to be made available as they occur if of lesser cost than under the above pricing arrangement.

Special additional discounts for advance ordering - ____ percent.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0402D (01/06/91) Pricing

1. Hydrostatic testing, packaging, winterizing and recharging: firm unit prices, sales tax included, for each operation and for each item listed on Appendix "____".
 2. Repair, overhaul, modification and reduction to spares - prices as follows:
 - a) Labour: Direct or productive, \$ ____ per hour used exclusively in work.
 - b) Pricing:
 - (i) material and replacement parts (except free issue) at laid-down cost plus a mark-up of ____ percent excluding sales tax. Sales tax to be shown as a separate item; or
 - (ii) material and replacement parts (except free issue) to be in accordance with your manufacturer's suggested retail price list, as last amended/published, less a discount of ____ percent.
 - c) Estimates: Where a cost estimate has been submitted and accepted by the ____, fully completed work or services will be performed or provided at a cost no greater than 110 percent of such estimate.
-
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C - Price

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0403D (01/06/91) Pricing

The price to be paid will be the minimum per diem rates established by the professional association in the province of _____ plus the actual cost of all disbursements properly incurred in the performance of this Contract including fair and reasonable travelling and living costs where applicable.

C0404D (01/06/91) Pricing

This clause is cancelled effective 01/05/96.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0405D (01/06/91) Pricing

Prices are to be submitted only on items showing a quantity in column "G", pick-up and delivery _____. Do not quote on weight basis.

C0406D (01/06/91) Pricing

This clause is cancelled effective 01/05/96.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0407D (01/06/91) Pricing

1. You shall be paid the basic price of \$ _____ per square metre of road, entrances, sidewalks and parking areas, etc., for a total of \$ _____ square metres of snow clearing over the entire area shown on drawing. This basic price shall apply only to a maximum precipitation of 200 centimetres of snow. If the total precipitation should not exceed 200 centimetres, you shall receive the total amount of \$ _____ for the first 200 centimetres.
2. **ADDITIONAL PREMIUM:** If the total precipitation should exceed 200 centimetres you shall receive an additional premium of \$ _____ per hundred square meters of area for each additional 2.5 centimetres of precipitation requiring clearing. The precipitation shall be calculated to the nearest 2.5 centimetres.

For the supply and application of sand, salt, calcium or stones or a combination of these, a price per ton may be specified.

3. **METHOD OF PAYMENT:** You shall be paid the basic price mentioned in 1. above in four instalments. The first three payments shall be made on the last of December, January and February. The fourth and final payment shall be made as soon as possible after April 30 provided no claim exists against you.
-
-

C - Price

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0408D (01/06/91) Pricing

1. The Contractor will be paid a retainer fee equal to \$ _____. Payment will be made in five equal instalments of \$ _____ at the end of December through April inclusive. If the Contractor should default (as specified under the Default heading), he will be required to pay:
 - (a) a penalty equal to \$ _____ for each half-hour delay in responding to call-out;
 - (b) a penalty equal to \$ _____ for each delay of one hour in completing clearing as specified.

NOTE: Any penalty for default will be deducted from the retainer fee.
2. After the first call-out or January 15 at the latest, the Contractor will be paid for the clearance, removal and disposal of snow as specified, at a price of \$ _____ per centimetre of snowfall as determined by the Department of the Environment, Atmospheric Environment Service _____.

C0409D (01/06/91) Pricing

This clause is cancelled effective 01/05/96.

C0410D (01/06/91) Pricing

This clause is cancelled effective 01/05/96.

C0411D (01/06/91) Correction Supplement

Two (2) percent for author's corrections will be accepted and will be paid at the price shown in this document.

C0412D (01/06/91) Price for Evaluation

Effective 01/05/96, this clause is superseded by C0412T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0412T (15/09/97) Price for Evaluation

1. Work

C - Price

- (a) For Work as specified at _____ a firm price of: \$ _____
- (b) Goods and Services Tax (GST) at 7 percent of (a): \$ _____
- (c) Harmonized Sales Tax (HST) at 15 percent of (a): \$ _____
- (d) Total - Work, GST or HST included as appropriate : \$ _____

2. **Unscheduled Work**

- (a) Labour: Estimated person-hours at a firm charge-out rate for labour, including overhead and profit: _____ person-hours X \$ _____ per hour \$ _____
- (b) GST at 7 percent of (a): _____
- (c) HST at 15 percent of (a): \$ _____
- (d) Total - Unscheduled Work, GST or HST included as appropriate : \$ _____

3. **Evaluation Price**, GST or HST included as appropriate (1. plus 2.): _____.

C0412T (01/05/96) Price for Evaluation

Effective 15/09/97, this clause is superseded by C0412T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0413D (15/09/97) Pricing - Goods

Supply of goods as specified above FIRM PRICE: \$ _____;

Freight Charges FIRM PRICE: \$ _____;

TOTAL FIRM PRICE: \$ _____;

Goods and Services Tax extra or Harmonized Sales Tax extra, as appropriate.

C0413D (01/06/91) Pricing - Goods

Effective 15/09/97, this clause is superseded by C0413D.

C0414D (16/02/98) Vessel Refit, Repair & Docking - Cost

1. Price breakdown:

Upon request, the price of all unscheduled work will be broken down into individual specified activities with trades, person-hours, material, subcontracts and services.

C - Price

2. Pro-rated prices:

Hours and prices for unscheduled work shall be based on comparable historical data applicable to similar work at the same facility, or shall be determined by pro-rating the quoted Work costs in the Contract when in similar areas of the vessel.

3. Services:

Ship services such as water, steam, electricity, etc., required for vessel maintenance during the duration of the Work shall be quoted as one price for all services; this price shall be firm for the period of the Contract and is subject to increase only if the period of the Contract is increased with the approval of the Department of Public Works and Government Services, due to increased extent of the work or other reason to be specified at the time.

4. Docking and undocking:

The price of the Work shall include all costs resulting from drydocking, wharfage, security, shoring, shifting and/or moving of the vessel within the Contractor's facility.

Unless otherwise specified, the vessel will be delivered to the Contractor's facility alongside or a mutually agreed safe transfer point, afloat and upright and the Contractor shall do likewise when the Work is completed. The costs of services to tie up the vessel alongside and to cast off shall be included in the price for the Work.

5. Supervisory service:

We agree that services, including manufacturers' representatives, engineers, etc., which are required to do the Work specified shall be included in the original price. Such services shall not be an extra charge except where unscheduled Work requiring such services is added to the original requirement.

6. Removals:

Removals necessary to carry out the Work shall be the responsibility of the Contractor whether or not they are identified in the Specifications, except those removals not apparent when viewing the Vessel or examining the drawings. The Contractor shall also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The Contractor shall be responsible for renewal of components damaged during removal.

7. Sheltering, staging, cramage and transportation:

The price for the Work includes the cost of all sheltering, staging including handrails, cramage and transportation to carry out the Work as specified. The cost of any necessary modification of such facilities to meet applicable safety regulations shall be to the Contractor's account.

C0414D (01/06/91) Vessel Refit, Repair & Docking - Cost

Effective 16/02/98, this clause is superseded by C0414D.

C0415D (01/06/91) Vessel Charter - Price

This clause is cancelled effective 01/05/96.

C - Price

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in firm price contract to cover the basis of payment for possible unscheduled work (during refits, mobile repairs, repair and overhaul, equipment conversion/update) when the intent is to negotiate a firm price for such unscheduled work before it is authorized.

C0416D (15/09/97) Contract Price

1. In consideration of completion by the Contractor of its obligations in accordance with this Contract, Canada shall pay to the Contractor the following:
 - (a) for the Work specified at _____, a total FIRM PRICE of \$ _____;
 - (b) plus Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as appropriate;
 - (c) the price of any unscheduled work shall be negotiated with the Contracting Authority or its authorized representative on a firm price basis prior to authorization to proceed. The firm price for any unscheduled work shall be based on:
 - (1) labour effort at the firm hourly rate of \$ _____;
 - (2) estimated material cost, plus a mark-up of _____ percent; and
 - (3) GST or HST, as appropriate, on (c) (1) and (2) above.

C0416D (01/05/96) Contract Price

Effective 15/09/97, this clause is superseded by C0416D.

C0417T (01/12/92) Unscheduled Work and Evaluation Price

In any refit/repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed. Since this work is inevitable, the anticipated cost of such work must be taken into account when evaluating the bids. This is done by including a most likely amount of additional person-hours (and/or material) to which a competitive charge-out rate is applied in dollars, and is added to the firm price for the Work.

The overall total is known as the "Evaluation Price" which is the price used for evaluating the bids. There is no minimum or maximum amount of unscheduled work nor is there a guarantee of such work, but rather it is a most likely work estimate based on historical experience.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when assessing price on a low aggregate basis, using the projected estimated usage figures as a guide.

C0418D (31/03/95) Dry Cleaning/Fire Proofing of Drapes

All pricing includes removal and reinstallation of drapes.

C - Price

1. Dry cleaning of lined drapes:

pricing: \$ _____ per sq. ft.
projected estimated usage: _____ sq. ft.

2. Dry cleaning of unlined drapes:

pricing: \$ _____ per sq. ft.
projected estimated usage: _____ sq. ft.

3. Dry cleaning and fireproofing of lined drapes:

pricing: \$ _____ per sq. ft.
projected estimated usage: _____ sq. ft.

4. Dry cleaning and fireproofing of unlined drapes:

pricing: \$ _____ per sq. ft.
projected estimated usage: _____ sq. ft.

Special care must be exercised in processing to protect colour and accoutrements. Shrinkage must not exceed two (2) percent.

Drapes must be placed on hangers.

For small repairs: (cigarette burns, seams, etc.)

Pricing:

1. Labour: direct or productive used exclusively in work: \$ _____ per hour.
2. Materiel and replacement parts (except free issue) at laid-down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges) plus a mark-up of _____ percent excluding sales tax. Sales tax to be shown as a separate item.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in firm price contract to cover the basis of payment for possible unscheduled work (during refits, mobile repairs, repair and overhaul, equipment conversion/update) when the intent is to pay for such unscheduled work on a cost plus basis after it is authorized and completed.

C0419D (15/09/97) Contract Price - Unscheduled Work

1. In consideration of completion by the Contractor of its obligations in accordance with this Contract, Canada shall pay to the Contractor the following:
 - (a) for the Work specified at _____, a total FIRM PRICE of \$ _____;
 - (b) plus Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate;
 - (c) after authorization by the Contracting Authority or its authorized representative and completion of any unscheduled work, the price of such unscheduled work shall be determined and paid in accordance with:
 - (1) labour effort at the firm hourly rate of \$ _____; plus
 - (2) material at net laid down cost, plus a mark-up of _____ percent; plus
 - (3) GST or HST, as appropriate, on (c) (1) and (2) above.

C - Price

C0419D (01/05/96) Contract Price - Unscheduled Work

Effective 15/09/97, this clause is superseded by C0419D.

C0430T (25/05/01) Pricing Data Sheets

In addition to the completion of the bid, the Bidder shall include one (1) copy of the pricing data sheets. Each item of work or services in the specification is to be priced individually to indicate the total cost of labour, overhead, material and profit as a single unit.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in conjunction with clause C0417T. The contracting officer is to fill out in subsection 1.(b): the number of person hours to be used to evaluate unscheduled work; in subsection 1.(c): the value of material cost to be used to evaluate unscheduled work. The bidder will fill out all other areas.

C0435T (10/12/01) Price Calculation for Evaluation

1. For the purposes of the evaluation, the price will be calculated as follows:

- (a) Price for the known work as specified in the Requirement: \$ _____ (*Insert bid price*)
- (b) Unscheduled labour costs: _____ person hours, at \$ _____ (*Insert bid rate*) per hour:
\$ _____;
- (c) Unscheduled material costs: \$ _____, at _____ (*Insert bid mark up*) percentage mark up:
\$ _____;
- (d) Vessel Transfer costs: \$ _____;
- (e) Contract Financial Security costs: \$ _____ (*Insert amount from bid*)

EVALUATION TOTAL BID PRICE (taxes excluded) \$ _____

2. The price of any resulting contract shall only include the amounts of subsections 1.(a) and (e), and the Goods and Services Tax/ Harmonized Sales Tax.

C0500C (01/06/91) Overtime Work - Fixed-Time Rate

Effective 30/10/96, this clause is superseded by C0500D.

Remarks: Use the following clause in fixed time rate contracts where provision is being made for scheduled overtime. For additional information, refer to the *Supply Manual*, procedure 11.027.

C - Price

C0500D (30/10/96) Overtime Work - Fixed Time Rate

No overtime work shall be performed under the Standing Offer/Contract unless authorized in advance and in writing by Canada's authorized representative. Any request for payment at the rate(s) specified in the Standing Offer/Contract must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed pursuant to the written authorization.

C0501C (01/06/91) Overtime Work - Other

Effective 30/10/96, this clause is superseded by C0501D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in ceiling price and cost reimbursable-type contracts where provision is being made for unscheduled overtime. A cost analyst should be consulted in determining the applicable overhead rate.

C0501D (30/10/96) Overtime Work - Other

Overtime work shall not be performed under the Standing Offer/Contract unless authorized in advance in writing by the _____ Authority. Such written authorization shall be a condition precedent for payment of the actual cost, exclusive of overhead on the overtime premium, plus an overhead rate as applicable of _____ percent for the overtime work; and the Contractor shall submit to the _____ Authority a report with respect to the overtime work performed pursuant to any such authorization containing such details as the Canada may require.

C0502C (01/06/91) Overtime

Effective 12/12/03, this clause is superseded by C0502D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause is normally used for Marine requirements.

C0502D (12/12/03) Overtime

1. No overtime work shall be performed under the Contract unless authorized in advance and in writing by Canada's authorized representative. Any request for payment at the rate(s) specified in the Contract must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed pursuant to the written authorization.
2. If overtime is authorized, the Contractor will be paid the contract price/rate plus the following premium rates:

C - Price

For Time and one half: \$ _____ per hour, or

For Double time: \$ _____ per hour.

3. The above premiums are to be calculated by taking the average hourly direct labour rate premiums, plus profit of 7 1/2 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract including all amendments and are subject to audit if deemed necessary by Canada.
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Remarks: Use the following clause for non-competitive acquisitions of commercial services valued over \$50,000 from Canadian suppliers.

C0600T (01/06/91) Rate Certification

The Bidder certifies that the rate quoted is not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for like quality and quantity of the service, does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity and does not include any provision for discounts to selling agents.

Remarks: **THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause for non-competitive acquisitions of non-commercial services valued over \$50,000 from Canadian suppliers.

C0601T (10/12/04) Rate Certification

The Bidder certifies that the rate quoted is based on costs calculated in accordance with Contract Cost Principles 1031-2, and includes an estimated rate of profit of ____ percent.

C0601T (01/06/91) Rate Certification

Effective 10/12/04, this clause is superseded by C0601T.

C0602T (01/06/91) Labour Rate

This clause is cancelled effective 30/10/96.

C - Price

C0603D (01/08/92) Quoted Prices

This clause is cancelled effective 31/03/95.

C0603D (31/01/92) Quoted Prices

Effective 01/08/92, this clause is superseded by C0603D.

C0700C (01/06/91) Time & Contract Price Verification

Effective 30/10/96, this clause is superseded by C0700D.

Remarks: Use the following clause in competitive fixed-time rate contracts for service and material. Fixed-time rates may also include a pro-rata allowance for incidental materials. Identify the position or office of the designated government representative who will verify time charged.

C0700D (30/10/96) Time and Contract Price Verification

Time charged and the Contract Price of any incidental materials used may be verified by Canada's authorized representative before or after payment is made to the Contractor. If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by Canada.

C0701C (01/06/91) Time Verification

Effective 30/10/96, this clause is superseded by C0701D.

Remarks: Use the following clause in both competitive and non-competitive fixed-time rate contracts to provide for the verification of time for acceptability and accuracy of recording.

C0701D (30/10/96) Time Verification

Time charged and the accuracy of the Contractor's time recording system may be verified by Canada's representatives before or after payment is made to the Contractor under the terms and conditions of the Contract. If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by Canada.

C - Price

C0702D (01/06/91) Submission

Effective 30/10/96, this clause is superseded by C0708D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause with the appropriate travel and living expense clause.

C0703T (30/10/96) Price, Engineering Services

The prices quoted do not include the service of the Contractor's engineer for supervising the installation of the equipment or for making the necessary adjustments to same after installation by others. Such services, if required, will be provided at a standard rate of \$ _____ per engineer per day plus travel and living expenses reasonably and properly incurred in carrying out this Work, if such services are required outside of the place of manufacture.

C0703T (01/06/91) Price, Engineering Services

Effective 30/10/96, this clause is superseded by C0703T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The following clause is used in marine requirements. Enter fill-in data after clause number. Use this clause with the appropriate travel and living expense clause.

C0704C (30/10/96) Price, Field Services

Services of field service representatives for installation of machinery in ship and attendance at dock and sea trials shall be furnished by the Contractor at a rate of \$ _____ per person per day, plus travel and living expenses reasonably and properly incurred.

C0704C (01/06/91) Price, Field Services

Effective 30/10/96, this clause is superseded by C0704C.

C - Price

Remarks: Use the following clause in all "Limitation of Expenditure" and "Ceiling Price" contracts awarded to contractors other than Canadian universities, affiliated institutions, and colleges when the Contractor's time-recording system, hours charged, direct expenses, and rate certification are subject to discretionary audit.

C0705C (10/12/04) Discretionary Audit

1. The following are subject to government audit before or after payment is made:
 - (a) The amount claimed under the terms and conditions of the Contract, as computed in accordance with the Basis of Payment, including time charged and salaries paid for labour charges based on salaries times a firm negotiated multiplier.
 - (b) The accuracy of the Contractor's time recording system.
 - (c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of such audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the aforementioned prices, time rates or multipliers, and received during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
 - (d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit would be to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit shall be regarded as interim payments only and shall be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, it shall be promptly refunded to Canada.

C0705C (15/06/98) Audit

Effective 10/12/04, this clause is superseded by C0705C.

C0706D (01/06/91) Reporting

This clause is cancelled effective 30/10/96.

C - Price

C0707D (01/08/92) Estimated Hours of Service

Effective 01/12/92, this clause is superseded by M3011D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The following clause is mandatory in Aerospace, Marine and Electronic Systems Sector contracts/standing offers and supply arrangements with a fixed time rate component when the Department of Public Works and Government Services is responsible for verifying the time charged.

C0708D (16/02/98) Submission

The Contractor shall prepare and submit to the Contracting Authority with the final billing, details of the actual time taken in performance of the _____ (Contract, Standing Offer or Supply Arrangement). This submission shall be signed and certified by the Contractor's financial officer.

C0708D (30/06/95) Submission

Effective 16/02/98, this clause is superseded by C0708D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The following clause is mandatory in Aerospace, Marine and Electronics Systems Sector contracts/standing offers/supply arrangements with a fixed time rate component when the client is responsible for verifying the time charged.

C0709D (30/06/95) Client - Time Verification

Verification for acceptability of the time charged by the Contractor is the responsibility of the _____ (Department or identified users specified herein) who will ensure that the amount of time charged by the Contractor is acceptable for the Work performed.

C0900D (01/06/91) Basis of Payment

Firm monthly rates for rental and firm charges per specified number of copies for maintenance (covering all parts, labour, preventive and remedial maintenance), payable each month in arrears. Customs duty included where applicable.

C - Price

C0901D (01/06/91) Rental - Fixed Monthly Rate

C - Price

Prices are to be quoted on a straight-line basis, i.e. fixed monthly rental rate (not to include copies) and a fixed cost per copy (meter click) charge for each model of equipment offered using the average monthly volume.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0902D (15/09/97) Unscheduled Work

The Contractor will be paid for unscheduled work arising, as authorized by the Minister, calculated in the following manner:

"Number of hours (to be negotiated) X \$ _____, being your firm hourly charge-out rate for labour which includes overhead and profit, plus net laid-down cost of materials to which shall be added mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, as applicable calculated at _____ percent of the total cost of material and labour. The firm hourly charge-out rate and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments thereto."

C0902D (01/06/91) Unscheduled Work

Effective 15/09/97, this clause is superseded by C0902D.

C0903D (01/06/91) Unscheduled Work, Authorization of

Effective 15/09/97, this clause is superseded by B5007D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0904D (30/05/03) Amendment to Contract

1. To incorporate unscheduled work arising in accordance with form PWGSC-TPSGC 1379, Work Arising or New Work, serial nos. _____ to _____ (+ \$ _____).
2. To credit deletion from the known work as authorized by form PWGSC-TPSGC 1379, Work Arising or New Work, serial nos. _____ to _____ (- \$ _____).

TOTAL CONTRACT PRICE: \$ _____
Unscheduled Work Authorized: \$ _____
Less Credits: \$ _____
REVISED Total Contract Price (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate): \$ _____

3. Delivery and completion of Work: _____ (Insert new date).
-
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C - Price

C0904D (15/09/97) Amendment to Contract

Effective 30/05/03, this clause is superseded by C0904D.

C0906D (01/06/91) Hovercraft - Pricing

This clause is cancelled effective 01/12/92.

C1000C (01/06/91) Price to be negotiated

This clause is cancelled effective 30/10/96.

C1001C (01/06/91) Price to be Negotiated, Progress payment

This clause is cancelled effective 30/10/96.

C1002C (01/06/91) Price to be Negotiated - Other

This clause is cancelled effective 30/10/96.

C1003C (01/06/91) Price

This clause is cancelled effective 30/10/96.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in ceiling price contracts when the basis of payment involves audited costs in accordance with Contract Cost Principles 1031-2.

C - Price

C1200C (10/06/05) Basis of Payment - Ceiling Price

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, as established by government audit in accordance with Contract Cost Principles 1031-2, plus _____ (*insert as applicable: "a fixed fee of \$ _____ or "a profit of _____ percent"*) of audited costs, to a ceiling price of \$ _____. The results and findings of the government's audit shall be conclusive.

This ceiling price is subject to downward adjustment so as not to exceed the actual cost incurred plus the specified _____ (*insert as applicable: "fixed fee" or "profit"*). Upon completion of the audit, the price shall be adjusted to the extent necessary to reflect the results of the audit. If there has been any overpayment, it shall be promptly refunded to Canada.

No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of the specifications will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.

C1200C (10/12/04) Basis of Payment - Ceiling Price

Effective 10/06/05, this clause is superseded by C1200C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts where one or more items in the contract Basis of Payment is subject to a ceiling price, and when the basis of payment for these items involves audited costs in accordance with Contract Cost Principles 1031-2.

C1201C (10/12/04) Basis of Payment - Ceiling Price Item(s)

The ceiling price(s) specified in the Basis of Payment is(are) subject to downward adjustment so as not to exceed the actual cost incurred, as established by government audit in accordance with Contract Cost Principles 1031-2 _____ (*insert, if applicable, "plus a profit of _____ percent of such cost"*). Upon completion of the audit, the price(s) shall be adjusted to the extent necessary to reflect the results of the audit. If there has been any overpayment, it shall be promptly refunded to Canada.

The Contractor shall segregate its costs for each item for which a ceiling price has been established so that the cost of each such item may be determined.

C1201C (30/10/96) Price Ceiling - Item/Group of Items

Effective 10/12/04, this clause is superseded by C1201C.

C - Price

C1202C (14/05/04) Ceiling Price

This clause is cancelled effective 10/12/04.

C1202C (15/06/98) Price Ceiling

Effective 14/05/04, this clause is superseded by C1202C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts where the Contractor is allowed to charge its actual costs in accordance with Contract Cost Principles 1031-2, subject to mandatory audit.

Do not, however, use this clause in Price To Be Negotiated situations.

C1203C (10/12/04) Basis of Payment

Subject as hereinafter provided, the Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, as established by government audit in accordance with Contract Cost Principles 1031-2, plus a fixed profit of ____ percent of the audited costs. The results and findings of government's audit shall be conclusive.

C1203C (30/10/96) Basis of Payment

Effective 10/12/04, this clause is superseded by C1203C.

C1204C (01/06/91) Price (Ceiling)

Effective 30/10/96, this clause is superseded by C1202C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in ceiling price contracts with any of the following bases of payment:

- (a) fixed time/unit rate(s);
- (b) labour based on payroll cost or annual salary times a firm multiplier;

C - Price

- (c) (a) and/or (b) above plus cost-reimbursable elements (and firm price elements and/or fee, if applicable);
- (d) interim rate situations where the intention is to ultimately negotiate a basis of payment in accordance with (a), (b) or (c) above.

This clause is **not to be used** when the basis of payment involves audited costs in accordance with Contract Cost Principles 1031-2. (See clause C1200C.)

C1205C (10/06/05) Basis of Payment - Ceiling Price

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work to a ceiling price of \$ _____, _____ (*insert as applicable: "determined in accordance with the following:" or "determined in accordance with Annex _____ attached hereto and forming part of this Contract"*).

This ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications will be authorized or paid to the Contractor unless such design changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.

C1205C (10/12/04) Basis of Payment - Ceiling Price

Effective 10/06/05, this clause is superseded by C1205C.

Remarks: Use the following clause when foreign bids may be received and with A0221T.

C2000D (16/02/98) Taxes - Foreign Suppliers

Unless otherwise specified in the Contract, the price herein includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. Such price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, furnish the Contractor with a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations. Canada undertakes to supply the Contractor with such evidence of export as may, from time to time, be properly requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor is compelled to pay such federal excise tax, Canada shall reimburse the Contractor therefor, provided, however, that the Contractor will thereafter take such steps as Canada may require in an effort to recover such payment, and shall refund to Canada any amount so recovered.

C2000D (31/03/95) Taxes - U.S. Suppliers

Effective 16/02/98, this clause is superseded by C2000D.

C - Price

C2000T (01/06/91) **Taxes - U.S.**

Effective 31/03/95, this clause is superseded by C2000D.

Remarks: Use the following clause if C2901T was used.

C2001C (14/05/04) **Drawback Certificate**

It is certified that this Contract was placed on the basis that the Contractor had excluded from the Contract Price all customs duties and taxes which were or might be required to be payed on imported goods used in the manufacture of the stores the Contractor has agreed to supply. Accordingly, all rights to drawback accruing in this connection under regulations established by Canada Border Services Agency are hereby waived to the Contractor when the manufactured stores have been exported (or supplied to the Minister's satisfaction in Canada).

C2001C (12/05/00) **Drawback Certificate**

Effective 14/05/04, this clause is superseded by C2001C.

Remarks: Use this clause in contracts with suppliers located in California when title is not to be taken by Canada until delivery. This clause is to be used in conjunction with clauses D4003C and K9010C.

C2002C (29/10/93) **Foreign Tax Disclosure**

The Contractor shall promptly inform the Contracting Authority of all customs duties and of all Sales, Consumption, Use, Excise, Personal Property or other such taxes which the Contractor either proposes to pay or not to pay, and shall carry out any instructions which the Contracting Authority may give in respect of payment or non-payment of such taxes.

C2200C (01/06/91) **Goods and Services Tax**

This clause is cancelled effective 31/03/95.

C - Price

C2201C **(01/06/91)** **Goods and Services Tax**

This clause is cancelled effective 31/03/95.

C2202D **(01/06/91)** **Tax**

Effective 15/12/95, this clause is superseded by C2210D.

C2204C **(01/06/91)** **Goods and Services Tax**

Effective 15/09/97, this clause is superseded by C2215D.

C2204T **(01/06/91)** **Goods and Services Tax**

Effective 15/09/97, this clause is superseded by C2215D.

C2205C **(31/01/92)** **Goods and Services Tax**

This clause is cancelled effective 31/03/95.

C2206T **(31/01/92)** **Goods and Services Tax**

Effective 01/12/92, this clause is superseded by M3008T.

C - Price

C2207D (31/01/92) Goods and Services Tax

Effective 01/12/92, this clause is superseded by M3009D.

C2208D (14/05/04) Air Transportation Tax

When aircraft greater than 18,000 lbs. maximum authorized take-off weight on wheels are chartered, it is the Carrier's responsibility to collect air transportation tax for all passengers, and to remit it to Canada Revenue Agency.

C2208D (12/05/00) Air Transportation Tax

Effective 14/05/04, this clause is superseded by C2208D.

C2209D (01/08/92) GST

Effective 01/12/92, this clause is superseded by M3012D.

C2210D (15/12/95) Goods and Services Tax (GST)

Effective 15/09/97, this clause is superseded by C2215D.

Remarks: Contracting officers shall consider the "Goods and Services Tax" replaced by the "Harmonized Sales Tax", where the location of the contract is in the provinces of Nova Scotia, New Brunswick or Newfoundland and Labrador.

C2215D (14/05/04) Goods and Services Tax / Harmonized Sales Tax

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to

C - Price

be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

C2215D (12/05/00) **GST/HST**

Effective 15/04/04, this clause is superseded by C2215D.

C2500C (01/08/92) **Provincial Sales Tax**

This clause is cancelled effective 12/05/00.

C2500C (01/06/91) **Provincial Sales Tax**

C2501D (01/06/91) **Taxes - Tobacco**

Effective 01/12/92, this clause is superseded by M3014D.

C2502D (01/06/91) **Sales Tax**

Effective 30/10/96, this clause is superseded by C2500C.

C2503D (01/06/91) **Sales Tax**

This clause is cancelled effective 30/10/96.

C - Price

C2504D (01/06/91) Sales Tax

This clause is cancelled effective 30/10/96.

C2505D (01/06/91) Liquified Petroleum Gas

Provincial fuel tax rates on propane or butane, if not for use as motive fuel, are not applicable and should be deleted from the above pricing.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in competitive contracts, for aircraft and/or airborne aircraft equipment, when they are issued on a basis other than FCA Free Carrier (... named place) Incoterms 2000 (clause D4001C may apply).

C2600C (10/12/04) Customs Duty - Aircraft

Items _____, as stated by the Department of National Defence, are for use in aircraft and/or airborne aircraft equipment. Canadian customs duty for these items is not included in the Contract Price. If chargeable, customs duty is extra and will be paid by the Contractor who will be reimbursed the amount of duty paid plus sales tax paid on importation, upon submission of an invoice supported by customs documents.

C2600C (12/12/03) Customs Duty - Aircraft

Effective 10/12/04, this clause is superseded by C2600C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations, for aircraft and/or airborne aircraft equipment, when they are issued on a basis other than FCA Free Carrier (... named place) Incoterms 2000 (clause D4001C may apply).

C2600T (10/12/04) Customs Duty - Aircraft

Items _____, as stated by the Department of National Defence, are for use in aircraft and/or airborne aircraft equipment; therefore, the prices quoted do not include customs duty.

C - Price

C2600T (12/12/03) **Customs Duty - Aircraft**

C2601C (01/05/93) **Customs Duty - Defence**

Effective 29/10/93, this clause is superseded by C2601D.

Remarks: Use the following clause in bid solicitations and contracts for defence supplies when the contractor is the importer and the contract will equal or exceed C\$250,000.

C2601D (14/05/04) **Customs Duty - Contractor Importer**

1. As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the Customs Tariff.
 2. Remission of customs duty payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the Customs Tariff.
 3. The Contractor will be responsible for pre-arranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. The importer is responsible for applying to Public Works and Government Services Canada in good time for the certification required by the Customs Tariff.
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C2601D (12/12/03) **Customs Duty - Contractor Importer**

Effective 14/05/04, this clause is superseded by C2601D.

Remarks: Use the following clause in purchase documents when the National Research Council of Canada claims exemption of customs duty for the importation of goods under the *Customs Tariff*.

C2602D (21/06/99) **Customs Duty - NRC**

The goods described herein constitute apparatus, utensils, instruments and parts thereof, other than glassware and are for use directly in research by the National Research Council of Canada. They are therefore exempt from customs duty. (Tariff Item 9988.00.00 and Customs ruling No. 153418 dated 15 September 1998 refer).

C - Price

C2602D (01/06/91) Customs Duty - NRC

Effective 21/06/99, this clause is superseded by C2602D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The following clause must be used in purchase documents when a customer, other than the National Research Council, claims exemption of customs duty for goods imported under Annex Code 1760. The goods have to be used in teaching, research or other specified use. Indicate the end-use and the authority number.

C2603D (30/10/96) Customs Duty

The goods described herein are of a class or kind enumerated in *Customs Tariff*, Schedule II, Annex Code 1760, and are therefore exempt from customs duty. The goods are for use directly in _____ by _____ (Authority No. _____). The Contractor certifies that the prices quoted herein do not contain any amount representing customs duty.

C2603D (01/06/91) Customs Duty

Effective 30/10/96, this clause is superseded by C2603D.

Remarks: Use the following clause for bid solicitations/contracts involving the services of a non-resident when it is anticipated that the non-resident may be required to import tools, equipment or spare parts to perform the services in Canada.

C2604D (15/09/97) Customs Duty, Excise Taxes and GST

The Contractor is responsible for customs clearance of any tools, equipment or spare parts imported into Canada by its own employees or by those of a subcontractor for use in performing the Contract, and shall be responsible for any customs duty, excise taxes and Goods and Services Tax or Harmonized Sales Tax assessed by the customs officials.

C2604D (30/10/96) Customs Duty, Excise Taxes and GST

Effective 15/09/97, this clause is superseded by C2604D.

C - Price

Remarks: Use the following clause when contracting directly with foreign suppliers who are not responsible for importations into Canada.

C2605D (30/10/96) Canadian Customs Duty and Sales Tax

Canadian customs duty and sales tax, if applicable, are extra to the Contract Price and payable by the consignee.

C2605D (01/06/91) Canadian Customs Duty, GST and Exc. Taxes

Effective 30/01/96, this clause is superseded by C2605D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C2606D (01/06/91) Duty and Excise Taxes Exempt

Canadian customs duty and excise taxes are not applicable to these stores. They are of a class or kind classed as exempt from such taxes under *Customs Tariff* Item No. ____.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C2607D (30/10/96) Customs Exemption Certificate

Exemption certificates for importation under *Customs Tariff* Item No. ____ are to be obtained from _____. The request shall be made in writing and shall include the contract reference, full particulars of the equipment and the quantities involved.

C2607D (01/06/91) Customs Exemption Certificate

Effective 30/10/96, this clause is superseded by C2607D.

Remarks: Use the following clause in contracts and bid solicitations when the Department of National Defence is to be the importer (clause D0035D or D0038D may apply).

C2608D (16/12/05) Canadian Customs Documentation

General

C - Price

1. The Contractor shall provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only" for all shipments when the Department of National Defence (DND) is the importer.
2. For shipments from the United States and/or Mexico which are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), proof of origin must be provided. This proof shall be in the form of a NAFTA Certificate of Origin for shipments valued greater than C\$1,600 or a simple statement on the invoice for shipments valued at less than C\$1,600. In either case, the document shall include an original signature and shall reference the contract number.

Note: This certificate is not required for any valued shipment when the total contract value exceeds C\$250,000.

3. Commercial customs brokers shall not be employed by customs to clear merchandise provided against any contract, unless authorized by the Director Supply Chain Operations / Customs, at National Defence Headquarters, telephone: (819) 994-9288, facsimile: (613) 992-9921.

Completion of Documents

4. The completed CCI or commercial invoice must include the following information:
 - (a) complete description of the material being shipped, including the applicable export tariff number, Harmonized Code or, in the United States, the Schedule B number;
 - (b) value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2000), including value of repairs, warranty repairs and/or replacement costs;
 - (c) all contract numbers and financial codes are to be shown (use Field 3 on the CCI form);
 - (d) country of origin of goods; and
 - (e) when a NAFTA Certificate of Origin has been prepared, the description field of the CCI or invoice shall include a statement confirming that it has been completed and is attached to that invoice.

Distribution of Documents

5. The Contractor shall attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation":
 - (a) one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable, and;
 - (b) one (1) copy of the NAFTA Certificate of Origin (if applicable).
6. The second copy of each of the above-mentioned forms shall be attached to the shipping documents.
7. When shipping is actioned by DND under clause D0035D, provide a copy of the customs documents to the applicable contact specified in paragraph (a) of D0035D.

C2608D (10/12/04) Canadian Customs Documentation

Effective 16/12/05, this clause is superseded by C2608D.

C - Price

C2609C (01/06/91) Customs Documents

Effective 01/05/96, this clause is superseded by C2608D.

Remarks: Use the following clause in contracts and bid solicitations for defence supplies when the Department of National Defence is the importer, and the contract will equal or exceed C\$250,000. Contracting officers should request prices with customs duty identified as a separate item (clause D0035D or D0038D may apply).

C2610D (10/12/04) Customs Duty - Defence

1. As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the Customs Tariff.
 2. Remission of customs duty payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the Customs Tariff.
 3. The Department of National Defence will be responsible for prearranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. The importer is responsible for applying to Public Works and Government Services Canada in good time for the certification required by the Customs Tariff.
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C2610D (14/05/04) Customs Duty - Defence

Effective 10/12/04, this clause is superseded by C2610D.

Remarks: Use the following clause in Canadian defence contracts placed directly with U.S. contractors, for goods to be used directly in defence activities.

NOTE: A threshold of US\$25,000 has been introduced in the DPAS (U.S. Defence Priorities and Allocations System) regulations, stating that for contracts under this value, "use of a priority rating is optional, provided that delivery of the needed items can be obtained in a timely fashion without the use of a priority rating."

For further information, refer to *Supply Manual*, procedure 6B.196.

C2800C (10/12/01) Priority Rating

Canada is a participant in the U.S. Defence Priorities and Allocations System and this defence contract is eligible for a Priority Rating. The Central Allocations and Defence Priorities Allocations Officer, Public Works and Government Services Canada, shall advise the Contractor as to the appropriate priority rating within sixty (60) days of the date of this Contract.

C - Price

C2800C (30/10/96) Priority Rating

Effective 10/12/01, this clause is superseded by C2800C.

Remarks: Use the following clause in Canadian defence contracts with Canadian contractors for the provision of goods to be directly used in Canadian defence activities.

NOTE: A threshold of US\$25,000 has been introduced in the DPAS (U.S. Defence Priorities and Allocations System) regulations, stating that for contracts under this value, "use of a priority rating is optional, provided that delivery of the needed items can be obtained in a timely fashion without the use of a priority rating."

For further information, refer to *Supply Manual*, procedure 6B.196.

C2801C (10/12/04) Priority Rating - Canadian Contractors

1. This Contract concerns a Canadian defence requirement and therefore is eligible to be assigned a "U.S. Priority Rating" for any materials/services imported from the United States which may be required in the performance of the Work. Accordingly, the Contractor shall:
 - (a) make an application to the Central Allocations and Defence Priorities Section, Public Works and Government Services Canada (PWGSC), Gatineau, Quebec K1A 0S5, in the event that any materials/services are to be imported from the United States for the performance of the Work; and
 - (b) include this clause in subcontracts with Canadian suppliers, and quote the PWGSC Contract Number therein.
 2. Failure to take the above actions may jeopardize the Contractor's delivery commitments. Therefore, the Contractor assumes sole responsibility for any breach of this Contract that arises from such a failure.
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C2801C (10/12/01) Priority Rating - Canadian Contractors

Effective 10/12/04, this clause is superseded by C2801C.

C2900C (01/06/91) Withholding Tax of 15 Percent

Effective 15/12/95, this clause is superseded by C2900D.

C - Price

Remarks: Use the following clause for service contracts with non-resident contractors where the services will be performed in Canada. (Refer to the Supply Manual, procedure 6D.430).

C2900D (01/12/00) Tax Withholding of 15 Percent

The Contractor agrees that, pursuant to the provisions of the *Income Tax Act*, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

C2900D (03/02/97) Tax Withholding of 15 Percent

Effective 01/12/00, this clause is superseded by C2900D.

Remarks: Use the following clause in bid solicitations when goods are being purchased for export. Use clause C2001C in the contract.

C2901T (14/05/04) Taxes and Duties, Changes to

As these goods are for export, the Bidder certifies that the prices quoted herein do not contain any element representing refundable taxes or customs duties paid upon the import of materials, parts and components incorporated in such goods.

Canada will provide a Drawback Certificate which will enable the Contractor to claim customs drawback from Canada Border Services Agency.

C2901T (12/05/00) Taxes and Duties, Changes to

Effective 14/05/04, this clause is superseded by C2901T.

C2902C (15/06/98) Taxes and Duties, Changes to

This clause is cancelled effective 14/05/04.

C - Price

C2902C (01/06/91) Taxes and Duties, Changes to

Effective 15/06/98, this clause is superseded by C2902C.

C3000T (01/06/91) Foreign Exchange Fluctuations

This clause is cancelled effective 01/08/92.

C3001T (01/06/91) Foreign Exchange Adjustments

This clause is cancelled effective 01/08/92.

C3002C (01/06/91) Foreign Exchange Fluctuations

This clause is cancelled effective 01/08/92.

C3003C (01/06/91) Foreign Exchange Fluctuations

This clause is cancelled effective 01/08/92.

C3004C (01/06/91) Foreign Exchange Fluctuations

This clause is cancelled effective 01/08/92.

C - Price

C3005C (01/06/91) Foreign Exchange Fluctuations

This clause is cancelled effective 01/08/92.

C3006D (01/06/91) Foreign Exchange Fluctuations

This clause is cancelled effective 01/08/92.

C3007C (01/06/91) Exchange Rate

This clause is cancelled effective 01/08/92.

Remarks: Use the following clause in bid solicitations where either exchange rate fluctuations or foreign currency considerations are expected to be an issue. Examples are: the likelihood of a significant foreign currency component; bids from foreign suppliers received in a foreign currency; and, volatility in currency markets might be a serious disincentive to competition. This clause should not be used in cost reimbursable contracts.

C3010T (16/12/05) Exchange Rate Fluctuations

1. Unless otherwise specified, bids shall be sought in Canadian currency.
2. The Bidder may request Canada to assume the risk for exchange rate fluctuation. This option must be specifically requested at time of bidding.
3. The foreign currency component is defined as the element of the price which will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax and/or Harmonized Sales Tax, entry fees, transportation costs or delivery charges payable in a foreign currency and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
4. The value in foreign funds of the foreign currency component of the bid or negotiated price **should be attached to the bid response, and in any event, must be identified prior to contract award.** Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>), may be used for this purpose. If milestone payments are proposed, it is recommended that form PWGSC-TPSGC 9411 shows or reflects the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, shall be applied as the initial conversion factor for the specified currency. (Column 3 of PWGSC-TPSGC 9411 shall be completed by Public Works and Government Services Canada's Contracting Authority.)
6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.

C - Price

7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk, over a bidder who does not assume any of this risk. Further, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk, over a bidder who assumes only part of this risk.
 8. Canada shall pay exchange rate adjustment amounts in Canadian currency using the prevailing rate on the date of payment by the government or in accordance with the provisions, as applicable, of: C3015C; C3020C, C3025C, or C3030C.
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C3010T (13/12/02) Exchange Rate Fluctuations

Effective 16/12/05, this clause is superseded by C3010T.

Remarks: Use this clause when exchange rate fluctuation will not be considered. Contracting officers should use this clause when C3010T, Exchange Rate Fluctuation, is not used.

Note: For additional information refer to the Supply Manual, procedure 6C.313, Exchange Rate Fluctuation.

C3011T (01/12/00) Exchange Rate Fluctuation

Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

C3011T (01/05/96) Exchange Rate Fluctuation

Effective 01/12/00, this clause is superseded by C3011T.

Remarks: Use the following clause in firm price contracts which have an exchange rate fluctuation provision where the method of payment provides for the standard 30-day payment period and delivery is an FOB point in Canada.

C3015C (16/12/05) Exchange Rate/Payment on Delivery

1. The price(s) in Canadian funds include(s) foreign currency component(s) in respect of goods and/or services originating outside Canada as detailed on form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>), which is attached hereto and forms part of this Contract.
2. The price(s) is(are) subject to adjustment to reflect the exchange rate in effect, and applied by Canada Border Services Agency (CBSA), on the date(s) of importation, but only in respect of the foreign currency component detailed in form PWGSC-TPSGC 9411.

C - Price

3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2% of the aforementioned exchange rate(s); or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
 4. On each invoice submitted against the Contract, the Contractor will show the exchange rate adjustment amount (either upward, downward or no change) as a separate item on the invoice. In addition, the invoice shall be accompanied by a copy of CBSA Form E29B, Temporary Admission Permit, for the imported item(s).
 5. The Minister shall have the right to audit any revision to costs and prices under this clause.
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C3015C (14/05/04) Exchange Rate/Payment on Delivery

Effective 16/12/05, this clause is superseded by C3015C.

Remarks: Use the following clause in firm price contracts subject to exchange rate adjustment where the method of payment provides for milestone payments and where the goods and services originating from a foreign source of supply become payable upon delivery or accomplishment FOB foreign plant. It is recommended that form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, show or reflect the foreign currency component associated with each milestone event and payment.

C3020C (16/12/05) Exchange Rate/Milestone Payment

1. The price(s) in Canadian funds include(s) foreign currency component(s) in respect of goods and/or services originating outside Canada as detailed on form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>) which is attached hereto and forms part of this Contract. In the event that one or more of the milestones involve a foreign currency component which becomes due and payable on that particular milestone, a separate form PWGSC-TPSGC 9411 shall accompany the invoice for each applicable milestone.
 2. Where a milestone payable includes the importation of goods into Canada, the exchange rate used to calculate the exchange rate adjustment shall be the rate applied by Canada Border Services Agency (CBSA) on the date of importation. For a milestone that does not involve the importation of goods, but still includes a foreign currency component, the exchange rate used to calculate the exchange rate adjustment shall be the Bank of Canada noon-day exchange rate in effect on the date when the milestone became due and payable.
 3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2% of the aforementioned exchange rate(s); or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
 4. On each invoice (or milestone claim form) submitted against the Contract, the Contractor will show the exchange rate adjustment amount (either upward, downward or no change) as a separate item on the invoice or milestone payment claim form. In the event of delivery, the invoice (or milestone payment claim form) shall be accompanied by a copy of CBSA Form E29B, Temporary Admission Permit. Where the goods have not been imported, the Contractor must show evidence, satisfactory to the Minister, that the amount claimed is due and payable in foreign funds by the Contractor.
 5. The Minister shall have the right to audit any revision to costs and prices under this clause.
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C - Price

C3020C (14/05/04) Exchange Rate/Milestone Payment

Effective 16/12/05, this clause is superseded by C3020C.

Remarks: Use the following clause in contracts where the basis of payment for exchange rate adjustment is based on "**Actual Costs Incurred**". The method of payment may be any one of: payment on delivery, milestone or progress claim and payment. A key requirement of this clause is that the Contractor must show or present evidence of payment when submitting its claim for exchange rate adjustment to the Crown.

C3025C (01/12/92) Exchange Rate/Actual Costs

1. The price shall be adjusted either upwards or downwards to reflect the actual costs incurred associated with the actual rate obtained by you when remitting payment to the foreign subcontractor or supplier for the item in question.
 2. On each invoice (or progress claim form) submitted against the Contract, the Contractor will show the cost of the foreign funds or exchange rate adjustment amount (either upward, downward or no change) as a separate item on the invoice (or progress claim form) and provide appropriate documentation showing evidence of payment for the items included in the invoiced amount.
 3. The Minister shall have the right to audit any revision to costs under this clause.
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C3025C (01/08/92) Actual Costs Incurred

Effective 01/12/92, this clause is superseded by C3025C.

Remarks: Use the following clause in firm price contracts subject to exchange rate fluctuation where the method of payment provides for "cost incurred" progress payments only and where the goods include a foreign currency component which has been paid for by the Contractor.

C3030C (16/12/05) Exchange Rate/Progress Claim

1. The price(s) in Canadian funds include(s) foreign currency component(s) in respect of goods and/or services originating outside Canada as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>) which is attached hereto and forms part of this Contract.
2. The price shall be adjusted either upwards or downwards to reflect the actual costs incurred associated with the actual rate obtained by the Contractor when remitting payment to the foreign subcontractor or supplier for the good in question.
3. On each progress claim form submitted against the Contract, the Contractor will show the cost of the foreign funds or exchange rate adjustment amount (either upward, downward or no change) as a separate item on the claim form and provide appropriate documentation showing evidence of payment to the foreign subcontractor or supplier for the goods included in the claimed amount.

C - Price

4. The Minister shall have the right to audit any revision to costs under this clause.
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C3030C (13/12/02) Exchange Rate/Progress Claim

Effective 16/12/05, this clause is superseded by C3030C.

C3500C (01/06/91) Escalation, Labour/Material

This clause is cancelled effective 30/10/96.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C3501D (01/06/91) Escalation Conditions

1. The net prices quoted herein are subject to revision upwards or downwards to cover changes in costs as they occur after ____ in the following elements.
 - (a) Changes due to increases in products which are a direct result of increased cost imposed by the petroleum producer of the source of the product. All increases must be supported by a copy of the supplier's Notification of Price Increase from the petroleum producer.
 - (b) Imposition of any new or changes to any existing levies, tariffs or fees of whatsoever nature applicable to any product, authorized, imposed or agreed to after ____ by the Government of Canada or any provincial government or by any Governmental Regulatory Authority.
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C3502D (01/05/96) Escalation for Mills

1. The price of paper, as indicated in this Contract, is subject to fluctuation, as provided by the following, in the event the Contractor's Published Price List varies between the date of this Contract and the date of first shipment.
 2. In the event such a fluctuation is envisaged by the Contractor, the latter shall provide to the Contracting Authority written notice thereof, along with a copy of its proposed Published Price List, at least twenty (20) days prior to the date of first delivery.
 3. Canada has the sole right to either accept the proposed price change, or to refuse the change. Refusal implies that the Contract is ipso facto annulled "ab initio" (retroactively, as if it never had existed), with no costs or liabilities to any party. The right of Canada shall be exercised in writing, be sent to the Contractor within ten (10) days of receipt of the Contractor's notice of price fluctuation, regardless if some or all paper has then been delivered. In the case of refusal, and if some paper has been delivered, all unused paper shall be returned to the Contractor, at Canada's cost, and used paper shall be paid for at the new published price.
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C - Price

4. Acceptance of the price fluctuation will be evidenced by a contract amendment. Until such an amendment is issued, prices are not to be invoiced at a different rate than the rate stated in this Contract.
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C3503D (01/05/96) Escalation for Distributers

1. Subject to the following provisions, a portion of the price may be increased or decreased, depending on the price variation of paper stock, between the date the Contractor submitted its bid and the date of first delivery of work.
 2. In the event of paper cost variation, the Contractor shall provide notice of increase or decrease of the price of paper used for this Contract, within ten (10) days of the date of first delivery of work, indicating the price fluctuation of paper stock, as publicly announced by at least three (3) Canadian paper mills.
 3. Canada has the sole right to either accept the proposed price change, or to refuse the change. Refusal implies that the Contract is ipso facto annulled "ab initio" (retroactively, as if it never had existed), with no costs or liabilities to any party. The right of Canada shall be exercised in writing, be sent to the Contractor within ten (10) days of receipt of the Contractor's notice of price fluctuation, regardless if some or all paper has then been delivered, all unused paper shall be returned to the Contractor, at Canada's cost, and all used paper shall be paid for at the new published price.
 4. Acceptance of the price fluctuation will be evidenced by a contract amendment. Until such an amendment is issued, prices are not to be invoiced at a different rate than the rate stated in this Contract.
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Remarks: Use the following clause for purchase of metal where prices are not firm due to fluctuations of base prices.

C3600C (01/06/91) Escalation, Metals

The prices specified are computed on today's base prices plus extras and are subject to revision to accord with the base prices in effect at the time or respective times provided in this Contract for delivery; provided that the Contractor is not to invoice at other than the prices specified unless and until any proposed price revision is approved by the Minister and until this Contract is amended accordingly.

C3601D (01/06/91) Escalation

Prices are subject to change to reflect the actual minimum wholesale prices for milk established by provincial legislation.

C3602D (01/06/91) Escalation

The price herein is to be adjusted to reflect any increases or decreases effected by the Canadian Dairy Commission in the butter support prices after the date of tender closing.

C - Price

C3603D (30/10/96) Escalation

In the event that there is a change in price resulting from any regulatory action taken by the Canadian Wheat Board and/or Ontario Marketing Board, this agreement shall be subject to revision to reflect the exact cost of such increase/decrease at the time or respective times of delivery. The Supplier shall not invoice at other than the prices specified herein unless and until any proposed price revision is approved by the Contracting Authority and until this agreement is amended accordingly.

C3603D (01/06/91) Escalation

Effective 30/10/96, this clause is superseded by C3603D.

C3900T (01/06/91) Price Change, Notification of

Effective 01/12/92, this clause is superseded by M3010T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts where travel and living expenses, plus profit, are to be directly charged to the contract, determined in accordance with the appropriate departmental profit policy. Refer to *Supply Manual* Annex 10.1.4: Cost Interpretation Bulletin - Number 04, Travel Costs.

Clauses are to be revised as necessary where living expenses are being recovered at per diem rates or where a firm basis of pricing is used.

C4000C (10/12/04) Travel and Living Expenses

1. The Contractor will be paid for authorized travel and living expenses reasonably and properly incurred by personnel directly engaged in the performance of the Work, at cost, calculated in accordance with Contract Cost Principles 1031-2.

In addition, the following allowance will be paid at the rate shown (**strike out or complete as applicable**):

Administrative overhead: _____ percent.

Profit on travel and living expenses and on administrative overhead: _____ percent.

2. All payments are subject to government audit.
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C - Price

C4000C (30/10/96) Travel and Living Expenses

Effective 10/12/04, this clause is superseded by C4000C.

Remarks: Use the following clause in contracts where travel and living expenses at cost (with no allowance for overhead or profit) are to be directly charged to the contract. Refer to *Supply Manual* Annex 10.1.4: Cost Interpretation Bulletin - Number 04, Travel Costs.

Clauses are to be revised as necessary where living expenses are being recovered at per diem rates or where a firm basis of pricing is used.

C4001C (10/12/04) Travel and Living Expenses

The Contractor will be paid for authorized travel and living expenses reasonably and properly incurred by personnel directly engaged in the performance of the Work, at cost, calculated in accordance with Contract Cost Principles 1031-2, without any allowance thereon for overhead or profit. All payments are subject to government audit.

C4001C (30/10/96) Travel and Living Expenses

Effective 10/12/04, this clause is superseded by C4001C.

Remarks: **THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause in contracts when a precise travel and living schedule is not included in the Statement of Work.

C4002C (30/10/96) Travel and Living Expenses

All travel outside of a radius of _____ kilometres of the immediate area must have the prior approval of the Technical Authority designated herein.

C4002C (01/06/91) Travel and Living

Effective 30/10/96, this clause is superseded by C4002C.

C - Price

C4003D (01/06/91) Travel and Living Expenses

This clause is cancelled effective 30/10/96.

Remarks: Use the following clause in the Department of National Defence mobile repair party and maintenance type contracts when service transport and lodging facilities are available to the contractor. Refer to Annex 10.1.4: COST INTERPRETATION BULLETIN - Number 04, Travel Costs in the *Supply Manual*.

C4004C (30/10/96) Travel and Living Expenses

Where the Contractor's personnel directly engaged in the performance of the Work wish to utilize Canada's transportation, mess and lodging facilities, the Commanding Officer of the military base will, upon request, provide the Contractor with information concerning the availability of such facilities. Any charges paid by the Contractor for the use of such facilities plus any incidental expenses incurred will be payable under this Contract, together with allowances for administrative overhead and profit at the rates specified in the Contract.

C4004C (01/06/91) Traveling and Living Expenses

Effective 30/10/96, this clause is superseded by C4004C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when the Treasury Board Travel Directive will be used and when no overhead or profit on travel costs will be allowed.

C4005C (10/12/04) Travel and Living Expenses

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Estimated Cost: _____.

All payments are subject to government audit.

All travel must have prior authorization of the _____ (*Insert name of relevant authority*).

C - Price

C4005C (12/12/03) **Travel and Living Expenses**

C4007C (31/01/92) **Direct Expenses**

This clause is cancelled effective 30/10/96.

C4008D (31/01/92) **Direct Expenses**

This clause is cancelled effective 30/10/96.

C4009C (31/01/92) **Direct Expenses**

This clause is cancelled effective 30/10/96.

C5000D (01/06/91) **Container, Cost**

Effective 30/10/96, this clause is superseded by C5002D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for purchases of wire and cable where reels and lags are involved.

C5001D (30/10/96) **Reels and Lags - Cost**

1. A deposit shall be paid on reels and lags when the material is paid for. The deposits are:
Reels \$ _____ Types/Size _____
Lags \$ _____ Types/Size _____
2. The deposit is refundable in full on reels and lags that are returned to the factory freight prepaid, in good condition, and within twelve (12) months from the date of shipment.
3. For each month over twelve (12) months, up to and including the 22nd month, a deduction of 5 percent per month shall be made from the deposit, provided the reel or lag is returned to the factory freight prepaid and in good condition.

C - Price

4. After the 22nd month, 50 percent of the deposit is refundable for a reel or lag that is returned freight prepaid and in good condition.
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C5001D (01/06/91) Reels and Lags - Cost

Effective 30/10/96, this clause is superseded by C5001D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C5002D (01/06/91) Container Charges

The _____ shall be charged extra at \$ _____. Credit in full shall be allowed for each _____ returned in good condition, freight prepaid to: _____.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C5003D (30/10/96) Drum Charges

Drums (205 litre) shall be charged extra at \$ _____ for lights, \$ _____ for heavies. Credit in full shall be allowed for each drum returned in good condition, freight prepaid to _____.

C5003D (01/06/91) Container Charges

Effective 30/10/96, this clause is superseded by C5003D.

C5100D (01/06/91) Ttransportation

This clause is cancelled effective 30/10/96.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C - Price

C5101D (30/10/96) Cylinder Charges

C - Price

The Contractor-owned cylinders are loaned free of charge for a period of thirty (30) days, after which time a charge of \$_____ per cylinder per day applies. Cylinders are to be returned to the Contractor's nearest warehouse, transportation charges prepaid.

C5101D (01/06/91) Demurrage charges

Effective 30/10/96, this clause is superseded by C5101D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C5102D (01/06/91) Cylinders, Loss of

1. In the event of a cylinder being lost or damaged beyond repair, its value shall be deemed to be:
 - (a) Cylinders of 6 cubic metres (200 cubic feet) and OVER: \$_____ per cylinder.
 - (b) Cylinders UNDER 6 cubic metres (200 cubic feet) and OVER 2.77 cubic metres (100 cubic feet): \$_____ per cylinder.
 - (c) Cylinders UNDER 2.77 cubic metres (100 cubic feet): \$_____ per cylinder.
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C5103D (30/10/96) Demurrage Charges

All demurrage charges, caused by the Contractor's action or omission, shall be defrayed by the Contractor at no cost to Canada.

C5103D (01/06/91) Demurrage Charges

Effective 30/10/96, this clause is superseded by C5103D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Do not use this clause for Department of National Defence FCA Free Carrier (...named place) Incoterms 2000 contracts.

Use the following clause if clause C5200T was used and where shipping instructions obtained from the Traffic Management Directorate were different from what the Contractor proposed and inserted as a fill-in (clause D4000C or D4001C may apply).

C - Price

C5200C (10/12/04) Transportation Charges

C - Price

Goods shall be shipped prepaid via _____, including all delivery charges to _____. Prepaid transportation charges shall be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.

C5200C (12/12/03) Transportation Charges

Effective 10/12/04, this clause is superseded by C5200C.

Remarks: Do not use this clause for Department of National Defence bid solicitation documents.

Use the following clause when transportation costs are to be submitted to the Traffic Management Directorate (TMD), National Programs Sector, for analysis. For information on when these costs are to be submitted to TMD, including the list of exceptions, refer to *Supply Manual* procedure 6E.621, and for additional information on the mandatory provisions for transportation cost information, refer to procedure 7D.409 (clause D4000C or D4001C may apply).

C5200T (10/12/04) Transportation Costs Information

The Bidder shall provide the following information concerning transportation costs which may be incurred either by Canada or the Contractor in the delivery of the units to destination:

- (a) shipping weight per unit;
 - (b) number of items per unit;
 - (c) cubic measurement per unit;
 - (d) freight classification;
 - (e) name of shipping point;
 - (f) name of rail carrier, if shipment is by rail; and
 - (g) recommended method of shipment and its costs.
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C5200T (12/12/03) Transportation Costs Information

Effective 10/12/04, this clause is superseded by C5200T.

Remarks: Do not use this clause for Department of National Defence FCA Free Carrier (... named place) Incoterms 2000 contracts.

Use the following clause in all cases where the Contractor is to prepay freight charges and clause C5200C is not being included. (Clause D4000C may apply.)

C5201C (10/12/04) Transportation Charges - Prepaid

Transportation charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.

C - Price

C5201C (12/12/03) Transportation Charges - Prepaid

Effective 10/12/04, this clause is superseded by C5201C.

C5202D (01/06/91) Transportation Charges

This clause is cancelled effective 30/10/96.

Remarks: Use the following clause in contractual documents where the performance of the work will involve haulage.

C5205C (13/12/02) Haulage Rates

1. The Contractor's agreement is that, for work of a haulage nature under this Contract, it will pay its subcontractors the haulage rates, minimum or maximum, as and where established by the provincial or territorial authority having jurisdiction in the geographical area where the work, the majority of the work or the largest component of the work is located. The Contractor is also subject to verification by the provincial or territorial audit authority.
 2. If the said audit demonstrates that the certification is in error, it is agreed that the Contractor may be subject to sanctions.
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C5205C (12/05/00) Haulage Rates

Effective 13/12/02, this clause is superseded by C5205C.

Remarks: Use the following clause in bid solicitation documents where the performance of the work will involve either haulage or a federal Fair Wage Schedule forms part of the contract or both.

C5205T (13/12/02) Haulage Rates and/or Fair Wage Schedule

1. Bidders/Tenderers must comply with the federal government Haulage Rates Policy and Fair Wages and Hours of Labour Regulations where any resultant contract will have truck haulage as a component of the work to be provided or involve a federal Fair Wage Schedule.

C - Price

2. The Bidder/Tenderer certifies that it will comply with the Haulage Rates Policy and Fair Wage Schedule which require payment either directly to Contractors, or through prime Contractors to their subcontractors and their employees working on federal contracts, of either
 - (a) the haulage rates, minimum or maximum, as and where established by the provincial or territorial government in the geographical region in which the work, the majority of the work or the largest component of the work is located, or
 - (b) the Fair Wage Schedule as and where adopted or established by the federal government for the area in which the work, the majority of the work or the largest component of the work is located, or
 - (c) both.
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C5205T (12/05/00) Haulage Rates

Effective 13/12/02, this clause is superseded by C5205T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contractual documents where the performance of the work will involve a fair wage schedule.

C5210C (13/12/02) Fair Wages

1. By submission of its tender, the Contractor's agreement is that, for work where a federal Fair Wage Schedule forms part of the Contract, it will pay its employees in accordance with the Fair Wages Schedule as and where established by the federal government in the geographical area where the work, the majority of the work or the largest component of the work is located. The Contractor is also subject to verification by federal government audit.
 2. If the said audit demonstrates that the certification is in error, it is agreed that the Contractor may be subject to sanctions as determined by the federal government.
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Remarks: Use the following clause in any contracts where it is necessary to ensure against the Contractor making changes or carrying out additional work without the prior approval of the contracting officer.

This clause is not required when C0207C is used.

C6000C (14/05/04) Liability for Changes

No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work.

C - Price

C6000C (30/05/03) Expenditure, Limitation of - Firm Price

Effective 14/05/04, this clause is superseded by C6000C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in any contract, except firm priced contracts, where it is necessary to ensure against the contractor making changes or carrying out additional work without the prior approval of the contracting officer.

C6001C (10/06/05) Limitation of Expenditure

1. Canada's total liability to the Contractor under this Contract shall not exceed \$ _____, Goods and Services Tax or Harmonized Sales Tax extra, as applicable.
 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:
 - (a) it is 75 percent committed, or
 - (b) four (4) months prior to the Contract expiry date, or
 - (c) if the Contractor considers that the funds provided are inadequate for the completion of the Work,whichever comes first.
 3. In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.
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C6001C (10/12/04) Limitation of Expenses

Effective 10/06/05, this clause is superseded by C6001C.

C6002C (01/06/91) Expenditure, Limitation - Fixed Time

Effective 03/02/97, this clause is superseded by C6000C.

C - Price

C6003C (01/06/91) **Expenditure, Limit. - Cost Reimbursable**

Effective 03/02/97, this clause is superseded by C6001C.

C6004C (01/06/91) **Expenditure, Limit. - Cost Reimbursable**

Effective 03/02/97, this clause is superseded by C6000C.

C6005C (01/06/91) **Limitation of Expenditure**

Effective 03/02/97, this clause is superseded by C6001C.

C6006C (01/06/91) **Financial Limitation**

This clause is cancelled effective 03/02/97.

C6007C (01/08/92) **Limitation of Expenditure**

Effective 03/02/97, this clause is superseded by C6001C.

C6008C (01/08/92) **Limitation of Expenditure**

Effective 01/12/92, this clause is superseded by M3013D.

C - Price

C7000C (01/06/91) Canadian Content

Effective 01/08/92, this clause is superseded by C7000C.

C7000T (01/06/91) Canadian Content

This clause is cancelled effective 01/08/92.

C7001D (01/06/91) Canadian Content

This clause is cancelled effective 01/08/92.

Remarks: Use the following clause for more than one item or group of items.

C9000T (01/06/91) Pricing

The Bidder is requested to submit individual prices for each item and/or destination on the understanding that if a contract is awarded as a result of this bid it may be on a lowest price per item(s) and/or destination(s) or on a lowest aggregate price basis.

C9001C (01/06/91) Certification of Invoices

This clause is cancelled effective 03/02/97.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in amendments when total contract price has been established.

C9003C (03/02/97) Finalization of Costs

The Work covered by this Contract has been completed and in accordance with the terms of the Contract. The parties agree that the total Contract Price for all of the Work is \$_____.

C - Price

C9003C (01/06/91) Finalization of Costs

Effective 03/02/97, this clause is superseded by C9003C.

C9004C (01/06/91) Audit/Verification

This clause is cancelled effective 30/10/96.

C9006C (01/08/92) Carrier Costs & Tariffs

Effective 03/02/97, this clause is superseded by C9006T.

C9006T (03/02/97) Costs and Tariffs

1. Bidders must include all costs/rates associated with this requirement. Any costs/rates not identified in this bid will not be considered.
 2. The National Transportation Agency require that bidders bid in accordance with their tariff filed at their premises, therefore each bidder is responsible for ensuring that its tariff conforms to the terms and conditions as set out herein.
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