
Section 5

Y - CIDA Grant Aid Program

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Remarks: Use the following clause in all bid solicitations and contracts placed on behalf of the Canadian International Development Agency with commercial suppliers when Public Works and Government Services Canada (PWGSC) is solely responsible for transportation arrangements. Logistics, Electrical, Fuels and Transportation Directorate, PWGSC, will obtain export permit (not applicable to foodstuff purchases).

Y0001D (14/05/04) Export Permit - PWGSC

Public Works and Government Services Canada shall obtain any required export permits. Enquiries must be referred to:

Logistics, Electrical, Fuels and Transportation Directorate
Public Works and Government Services Canada
11 Laurier Street
Place du Portage, Phase III
Gatineau, Quebec K1A 0S5

Y0001D (12/05/00) Export Permit - PWGSC

Effective 14/05/04, this clause is superseded by Y0001D.

Remarks: Include in all bid solicitations and contracts placed on behalf of CIDA with commercial suppliers, when the supplier is responsible for transportation arrangements.

Y0002D (01/06/91) Export Permit - Supplier

The commercial supplier shall obtain any required export permits.

Remarks: Use this clause in all bid solicitations and contracts placed on behalf of CIDA when delivery is made direct to ultimate consignee.

Y1000D (01/12/00) Duty Drawback

All drawback submissions stemming from this Contract shall be subject to the criteria and procedures described in the document CR96-2, *"Goods Imported and Exported Refund and Drawback Regulations"* or D7-3-4, *"Canadian Manufactured Goods Exported Drawback Regulations"*, from Canada Customs and Revenue Agency.

Y1000D (01/06/91) Duty Drawback

Effective 01/12/00, this clause is superseded by Y1000D.

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Remarks: Use this clause in all bid solicitations and contracts placed on behalf of Canadian International Development Agency when delivery is made through a marshalling contractor.

Y1001D (14/05/04) Duty Drawback - Marshalling Contractor

All drawback submissions stemming from this Contract shall be subject to the criteria and procedures described in the following Regulations: Goods Imported and Exported Refund and Drawback Regulations (<http://laws.justice.gc.ca/en/c-54.011/sor-96-42/91047.html>) or Canadian Manufactured Goods Exported Drawback Regulations (<http://laws.justice.gc.ca/en/E-15/SOR-78-373/100647.html>). Canadian International Development Agency (CIDA) will issue a "Certificate" as proof of export. To obtain such a certificate, the supplier must submit a copy of the invoice(s) for which a certificate is required with a covering letter to:

Canadian International Development Agency
Contract and Contribution Audit Unit
Accounts Verification
200 Promenade du Portage
Gatineau, Quebec K1A 0G4

CIDA will verify that the invoice copy is consistent with the original invoice covering project goods destined for export, stamp and sign the invoice copy, and return it to the supplier.

Y1001D (12/05/00) Duty Drawback - Marshalling Contractor

Effective 14/05/04, this clause is superseded by Y1001D.

Remarks: For use in all bid solicitations and contracts placed on behalf of CIDA.

Y2000D (01/06/91) Freight Charges

Freight charges shall be prepaid and added to the invoice as a separate item, with receipt and documentation.

Remarks: Use in all bid solicitations and contracts placed on behalf of CIDA when shipment is made by supplier directly to an export destination.

Y3000D (01/06/91) Export Packaging and Labelling

Export packaging and labelling are to be to the highest manufacturer's standard for the mode of transportation utilized, to ensure safe arrival at final destination.

Only identical items from one Contract are to be contained in any one interior package, except that sets of tools, parts, etc., are to be packed as individual sets, whenever possible. The contents of each interior package are to be clearly indicated by label or tag showing the item number, quantity and Contract number.

Only items from one Contract shall be packaged in one exterior container.

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One copy of the detailed packing list shall be included with each package.

All containers are to be clearly marked with the following information:

1. consignee and address;
2. project number;
3. name of project;
4. consignee identification number, if applicable;
5. Contract number;
6. weight (metric), volume (metric);
7. number of pieces;
8. any special markings such as inclusion of CIDA/Canada decals.

The supplier is to apply to CIDA Procurement Division, Transportation Section, for decals which can be affixed to containers prior to shipment.

These packaging requirements must be strictly adhered to for ease of identification in completing export documentation.

Remarks: Use in all bid solicitations and contracts placed on behalf of CIDA when shipment is FOB packaging/marshalling facility in Canada. The name of the appropriate packaging facility may be obtained from the Traffic Management Directorate.

Y3001D (12/05/00) Packaging - Domestic

Packaging shall be suitable for domestic shipment to consignment address. Only identical items are to be contained in any one interior package, except that sets of tools, parts, etc., are to be packed as individual sets, whenever possible. The contents of each interior package are to be clearly indicated by label or tag showing the item number, quantity, customer reference number, and contract number.

Only items from one contract shall be packaged in one exterior container.

One copy of the detailed packing list shall be included with the package.

Y3001D (01/06/91) Packaging - Domestic

Effective 12/05/00, this clause is superseded by Y3001D.

Remarks: Use the following clause in all bid solicitations and contracts placed on behalf of Canada when shipment is by sea (FAS Port or FOB Plant) or by air (FOB Plant).

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Y4000D (12/12/03) Shipping Instructions - Sea or Air

1. The Traffic Management Directorate (TMD) is responsible for the issue of shipping instructions and transportation overseas.

Shipments shall not be effected until shipping instructions are received from TMD and these will not be issued to the Contractor until after documents identified in paragraph 8 below are received.
2. All documents are to reflect the financial code, Contract Number and Consignee Number. Invoices must reflect the Contract Item Number, Client Reference Number, description of the commodity and values. The packing list must detail the contents packed in each carton, box, etc., together with the individual dimensions, cubic displacement and gross weight per carton, box, etc.
3. Documents are to be submitted covering each shipment and are to state whether shipment is partial or complete.
4. A customs export entry form B-13, obtainable from the local Customs House or Post Office, is to be prepared for each shipment.
5. Inland bills of lading:
 - (a) For contracts with Incoterms other than EXW and FCA (FAS, FOB, CFR, CIF, CIP, DAF, DES, DEQ, DDU, DDP) - show the Contractor as the shipper.
 - (b) For EXW and FCA contracts, prepay inland transportation charges and show them as a separate item on the invoice - show Canada as the shipper.

DOCUMENTATION

Dangerous Goods:

6. The nature, quantity and United Nations number of any dangerous good are to be included with each dangerous good, in accordance with the International Maritime Dangerous Goods Code and International Air Transport Association Regulations.
7. Non-compliance with this requirement will render the supplier liable for any punitive action that may be taken by regulating authorities.
8. Documents hereunder to accompany request for shipping instructions to:

Traffic Management Directorate
National Programs Sector
Public Works and Government Services Canada
Place du Portage, Phase III
Gatineau, Quebec K1A 0S5
 - (a) seven (7) copies of the commercial invoice;
 - (b) Seven (7) copies of the packing list;
 - (c) three (3) copies of the inspection report, if inspection is required by the Contract.

NOTE: The Contractor must give the location of the commodity(ies) to be shipped.

9.
 - (a) For sea shipments: one (1) copy of the inland bill of lading to TMD, AFTER SHIPMENT IS EFFECTED.
 - (b) For air shipments: two (2) invoices and packing lists to accompany shipment(s) to the airport in an envelope addressed to the consignee/clearing agent, and annotated: "Airlines: Clearing documents for consignee/clearing agent; please attach to the air waybill."
10. To the originating Department, at the address to which invoices are to be forwarded:
 - (a) the original and four (4) copies of the commercial invoice;The Contractor shall include the following statement on all invoices:

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"We certify that prices on this invoice exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty and excise tax paid on goods or on parts and components incorporated in the goods."

- (b) one (1) signed copy of the inspection report, if applicable;
 - (c) proof of delivery (wharf receipt, bill of lading or air waybill).
11. To the Contracting Authority of Public Works and Government Services Canada: one (1) copy of the commercial invoice.
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Y4000D (01/12/00) Shipping Instructions

Effective 12/12/03, this clause is superseded by Y4000D.

Y4001D (01/12/00) Documentation - FOB Panalpina Inc.

This clause is cancelled effective 12/12/03.

Y4001D (12/05/00) Documentation - FOB Panalpina Inc.

Effective 01/12/00, this clause is superseded by Y4001D.

Remarks: Use this clause in all bid solicitations and contracts placed on behalf of CIDA when shipment is on a C.I.F. or C. & F. air shipment basis. Insurance is not normally required on CIDA grant aid projects.

Y4002D (01/12/00) Documentation

Dangerous Goods:

1. The nature, quantity and United Nations number of any dangerous good are to be included with each dangerous good, in accordance with the International Maritime Dangerous Goods Code and the latest International Air Transport Association Regulations.
2. Non-compliance with this requirement will render the supplier liable for any punitive action that may be taken by regulating authorities.
3. Documents are to be distributed as follows:
 - (a) To the Canadian International Development Agency (CIDA), at the address to which invoices are to be forwarded:

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- (1) one (1) signed copy plus one (1) unsigned copy of the air waybill;
- (2) original and four (4) copies of the commercial invoice made out to CIDA;

The Contractor shall include the following statement on all invoices:

"We certify that prices on this invoice exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty and excise tax paid on goods or on parts and components incorporated in the goods."

- (3) five (5) copies of the packing list;
 - (4) one (1) copy of the inspection report, if inspection is required by the Contract;
 - (5) two (2) copies of the insurance certificate (when on C.I.F. air shipment basis).
- (b) To the clearing agent (consignee if no clearing agent is stated in the Contract):
- (1) one (1) signed copy plus one (1) unsigned copy of the air waybill;
 - (2) three (3) copies of the commercial invoice;
 - (3) three (3) copies of the packing list;
 - (4) two (2) copies of the insurance certificate (when on C.I.F. air shipment basis).
- (c) To the Contracting Authority of Public Works and Government Services Canada: one (1) copy of the commercial invoice.

Payment: Against commercial invoices and documentation as stated above by the Comptroller, CIDA.

Y4002D (15/09/97) Documentation

Effective 01/12/00, this clause is superseded by Y4002D.

Remarks: Use this clause in all bid solicitations and contracts placed on behalf of CIDA when shipment is by C.I.F. or C. & F. sea shipment basis (not applicable to foodstuff purchase). Insurance is not normally required on CIDA grant aid projects. (Distribution of documentation is to be adjusted in accordance with project requirements.)

Y4003D (01/12/00) Documentation

Dangerous Goods:

1. The nature, quantity and United Nations number of any dangerous good are to be included with each dangerous good, in accordance with the International Maritime Dangerous Goods Code and the latest International Air Transport Association Regulations.
2. Non-compliance with this requirement by the supplier will render him liable for any punitive action that may be taken by regulating authorities.
3. Documents are to be distributed as follows:
 - (a) To Canadian International Development Agency (CIDA), at the address to which invoices are to be forwarded:
 - (1) one (1) negotiable bill of lading, plus three (3) non-negotiable copies;

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- (2) original and four (4) copies of the commercial invoice made out to the CIDA;

The Contractor shall include the following statement on all invoices:

"We certify that prices on this invoice exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty and excise tax paid on goods or on parts and components incorporated in the goods."

- (3) five (5) copies of the packing list;
- (4) one (1) copy of the inspection report, if inspection is required by the Contract;
- (5) one (1) copy of negotiable marine insurance certificate (when on C.I.F. sea shipment basis).

(b) To the clearing agent (consignee if no clearing agent is stated in the Contract):

- (1) two (2) copies of negotiable bills of lading;
- (2) two (2) copies of non-negotiable bills of lading;
- (3) two (2) copies of the commercial invoice;
- (4) two (2) copies of the packing list;
- (5) original and one (1) copy of the negotiable marine insurance certificate (when on C.I.F. sea shipment basis).

Note: The above two (2) sets of documentation to the clearing agent are to be airtailed under two (2) separate covers to ensure safe arrival of at least one (1) set at the destination.

(c) To the Contracting Authority of Public Works and Government Services Canada: one (1) copy of the commercial invoice.

Payment: Against commercial invoices and documentation as stated above by CIDA.

Y4003D (15/09/97) Documentation

Effective 01/12/00, this clause is superseded by Y4003D.

Remarks: Use this clause in all bid solicitations and contracts placed on behalf of CIDA when sea shipment is on an EX QUAY (Incoterms 1980) basis, for duty on buyer's account type of contracts. Insurance is not normally required on CIDA grant aid projects, and marine insurance until destination is definitely not the business of the Crown in EX QUAY projects. (Distribution of documentation is to be adjusted in accordance with project requirements.)

Y4004D (01/12/00) Documentation - EX QUAY

Dangerous Goods:

1. The nature, quantity and United Nations number of any dangerous goods is to be included with each dangerous good, in accordance with the International Maritime Dangerous Goods Code and the latest International Air Transport Association Regulations.
2. Non-compliance with this requirement by the supplier will render him liable for any punitive action that may be taken by regulating authorities.
3. Documents are to be distributed as follows:

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(a) To the Canadian International Development Agency (CIDA), at the address to which invoices are to be forwarded:

- (1) three (3) copies of non-negotiable bills of lading;
- (2) original and four (4) copies of the commercial invoice made out to CIDA.

The Contractor shall include the following statement on all invoices:

"We certify that the prices on this invoice exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty and excise tax paid on goods or on parts and components incorporated in the goods."

- (3) five (5) copies of the packing list;
- (4) one (1) copy of the inspection report, if inspection is required by the Contract;
- (5) delivery report at destination.

(b) To the clearing agent (consignee if no clearing agent is stated in the Contract):

- (1) two (2) original bills of lading (for custom purposes);
- (2) two (2) copies of non-negotiable bills of lading;
- (3) two (2) copies of the commercial invoice;
- (4) two (2) copies of the packing list.

Note: The above two (2) sets of documentation to the clearing agent are to be airmailed under two (2) separate covers to ensure safe arrival of at least one (1) set at destination.

(c) To the Contracting Authority of Public Works and Government Services Canada: one (1) copy of the commercial invoice.

Payment: Against commercial invoices and documentation as stated above by CIDA. DELIVERY REPORT is the CRITICAL document for payment. It replaces the original bill of lading used for other terms, such as C. & F. or C.I.F.

Y4004D (15/09/97) Documentation - EX QUAY

Effective 01/12/00, this clause is superseded by Y4004D.

Remarks: Use this clause in all bid solicitations and contracts placed on behalf of CIDA when sea shipment is on an EX QUAY (Incoterms 1980) basis, for duty paid type of contracts. Insurance is not normally required on CIDA grant aid projects, and marine insurance until destination is definitely not the business of the Crown in EX QUAY projects. (Distribution of documentation is to be adjusted in accordance with project requirements.)

Y4005D (01/12/00) Documentation - EX QUAY

Dangerous Goods:

1. The nature, quantity and United Nations number of any dangerous goods is to be included with each dangerous good, in accordance with the International Maritime Dangerous Goods Code and the latest International Air Transport Association Regulations.

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2. Non-compliance with this requirement by the supplier will render him liable for any punitive action that may be taken by regulating authorities.
3. Documents are to be distributed as follows:
 - (a) To the Canadian International Development Agency (CIDA), at the address to which invoices are to be forwarded:
 - (1) original and four (4) copies of the commercial invoice made out to CIDA;

The Contractor shall include the following statement on all invoices:

"We certify that the prices on this invoice exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty and excise tax paid on goods or on parts and components incorporated in the goods."

- (2) five (5) copies of the packing list;
 - (3) one (1) copy of the inspection report, if inspection required by the Contract;
 - (4) delivery report.
- (b) To the destinee:
 - (1) two (2) copies of non-negotiable bills of lading;
 - (2) two (2) copies of the commercial invoice;
 - (3) two (2) copies of the packing list.
 - (c) To the Contracting Authority of Public Works and Government Services Canada: one (1) copy of the commercial invoice.

Payment: Against commercial invoices and documentation as stated above by CIDA. DELIVERY REPORT is the CRITICAL document for payment. It replaces the original bill of lading used for other terms, such C. & F. or C.I.F.

Y4005D (15/09/97) Documentation - EX QUAY

Effective 01/12/00, this clause is superseded by Y4005D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following in conjunction with one of the following clauses: Y4000D, Y4001D, Y4002D, Y4003D, Y4004D or Y4005D.

Y4006D (10/12/04) Documentation - Invoice Address

Send all invoices for Canadian International Development Agency, at the following address:

Canadian International Development Agency
200 Promenade du Portage
Gatineau, Quebec
K1A 0G4

Attention: _____

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Y4006D (01/04/92) Documentation - Invoice Address

Effective 10/12/04, this clause is superseded by Y4006D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Include in all bid solicitations and contracts, placed with commercial suppliers on behalf of CIDA, for goods purchased for export.

Y5000D (15/09/97) Taxes and Customs Duty

The Government of Canada certifies that the goods identified herein are for export. The invoiced price shall exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty, and excise tax paid on the goods or on parts and components incorporated in the goods. The goods are covered by Canadian International Development Agency project number _____.

Y5000D (01/04/92) Taxes and Customs Duty

Effective 15/09/97, this clause is superseded by Y5000D.

Remarks: Include in all in bid solicitations and contracts, placed on behalf of CIDA, for goods purchased for export, when shipment is made by a supplier either to the ultimate consignee or to a marshalling contractor in Canada.

Y5001D (15/09/97) Transportation of Goods within Canada

The Contractor shall provide the carriers with the following written declaration in order to ensure that their services are zero-rated for purposes of the Goods and Services (GST) or Harmonized Sales Tax (HST), as appropriate:

"The property is being shipped for export and the freight transportation service to be supplied by the carriers is part of a continuous outbound movement in respect of the property."

Y5001D (01/04/92) Transportation of Goods within Canada

Effective 15/09/97, this clause is superseded by Y5001D.

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