



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> TAIT NiMH BATTERIES	
<b>Solicitation No. - N° de l'invitation</b> 47064-144492/A	<b>Date</b> 2013-05-07
<b>Client Reference No. - N° de référence du client</b> 47064-144492	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-442-62694	
<b>File No. - N° de dossier</b> hn442.47064-144492	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-06-20</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hamel, Jean-Yves	<b>Buyer Id - Id de l'acheteur</b> hn442
<b>Telephone No. - N° de téléphone</b> (819) 956-8278 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CANADA BORDER SERVICES AGENCY 79 BENTLEY AVE SCIENCE AND ENGINEERING OTTAWA Ontario K2E 6T7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
6B1, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	<p>TAIT NiMH BATTERIES</p> <ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>P/N: TOPB500IF</li> <li>•</li> <li>•</li> <li>Manufacturer: TAIT COMMUNICATIONS LTD</li> <li>•</li> <li>•</li> <li>Equivalent items will be considered.</li> <li>•</li> <li>•</li> <li>NOTE for proposed equivalent item</li> <li>- The intrinsically safe (IS) battery proposed must have been certified that it is designed to be used together with the T5020 TAIT radio. Certification from TAIT must be provided with the bid indicating that the proposed equivalent battery and its IS certification maintains the integrity of the IS characteristics of the T5020 TAIT radio and battery as a combined unit.</li> <li>•</li> <li>•</li> <li>This item includes an option to purchase up to an additional 4000 units at a rate of up to 2000 units per year.</li> <li>•</li> <li>•</li> <li>•</li> </ul>	47064	47064	3000	Each	\$	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	<ul style="list-style-type: none"> <li>• P/N Proposed: _____</li> <li>• Manufacturer Proposed: _____</li> <li>• _____</li> <li>• Unit price for the option quantity items: _____</li> <li>• _____</li> </ul>							

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The contractor must provide the goods in accordance with the technical requirements stated herein and in the quantities stated at pages 2 to 3.

#### **2.1 Delivery Requirement**

Delivery is requested to be completed by 31 July 2013.

### **3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

#### 1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2012-07-16
B1000T	Condition of Material	2007-11-30

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I:	Technical Bid	(One (1) hard copy)
Section II:	Financial Bid	(One (1) hard copy)
Section III:	Certifications	(One (1) hard copy)
Section IV:	Additional Information	(One (1) hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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**Section I: Technical Bid (One (1) hard copy)**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**1.1 Equivalent Products**

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - (a) designates the brand name, model and/or part number of the substitute product;
  - (b) states that the substitute product is fully interchangeable with the item specified;
  - (c) provides complete specifications and descriptive literature for each substitute product with the bid;
  - (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

### 1.3 Substitute Products - Samples

If the Bidder offers a substitute product, Canada requests **one (1) sample battery** from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must provide **one (1) sample battery** with the bid. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

### Section II: Financial Bid (One (1) hard copy)

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### 1.6 Exchange Rate Fluctuation

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
3. The foreign currency component is defined as the element of the price that 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 or Harmonized Sales Tax, if applicable, 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 foreign value of the foreign currency component of the bid or negotiated price must be provided with the bid. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.

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5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon 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, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
  6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
  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. Furthermore, 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 will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

### **Section III: Certifications (One (1) hard copy)**

#### **1.8 Certifications**

Bidders must submit the certifications required under Part 5.

### **Section IV: Additional Information (One (1) hard copy)**

#### **1.9 Additional Information**

##### **1.9.1 Delivery Offered**

Offered delivery is as follows:

Item 1 (Firm quantity) complete by \_\_\_\_\_

First Option Quantity (Up to 2000) complete by \_\_\_\_\_

Second Option Quantity (Up to 2000) complete by \_\_\_\_\_

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## 1.9.2 Contractor Representatives

Name and telephone number of the person responsible for :

### General enquiries

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

### Delivery follow-up

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### Evaluation Criteria

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

The following Mandatory requirements must be submitted with the bid for evaluation

Technical compliance (description of item 1 from pages 2 to 3 herein)

The Bidder **must** provide **one (1) sample battery** of the proposed equivalent item with the bid.

The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation, the bid will be declared non-responsive.

#### 1.2 Financial Evaluation

##### 1.2.1 Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

### 2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

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## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

### **2. Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## 2.1 Federal Contractors Program - Certification

### Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a.  is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b.  is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

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- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. ( ) is subject to the FCP, and has a valid certificate number as follows:  
\_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The contractor must provide the goods in accordance with the technical requirements stated herein and in the quantities stated at pages 2 to 3.

#### 2.1 SACC Manual Clauses

SACC Reference	Section	Date
B7500C	Excess Goods	2006-06-16

#### 2.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods described at pages 2 and 3 of the Contract under the same conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, in whole or in part, through a contract amendment.

The Contracting Authority may exercise the option within twenty-four (24) months after contract award by sending a written notice to the Contractor.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

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#### **4. Term of Contract**

##### **4.1 Delivery Date**

All the deliverables must be received on or before \_\_\_\_\_ (Delivery as offered and as accepted will be inserted at contract award).

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

**Jean-Yves Hamel**  
**Supply Officer**  
Public Works and Government Services Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
"HN" Division  
7B3, Place du Portage, Phase III  
11 Laurier Street  
Gatineau, QC, K1A 0S5  
Telephone : (819) 956-8278  
Facsimile : (819) 953-4944  
E-mail : JeanYves.Hamel@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### **5.2 Technical Authority**

The Technical Authority for the Contract is:

Name: will be inserted at contract  
Title: will be inserted at contract  
Telephone: will be inserted at contract  
Facsimile: will be inserted at contract  
E-mail: will be inserted at contract

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The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **5.3 Contractor's Representative**

Name and telephone number of the person responsible for:

#### **General Enquiries**

Name: will be inserted at contract  
Telephone: will be inserted at contract  
Facsimile: will be inserted at contract  
E-mail: will be inserted at contract

#### **Delivery Follow-up**

Name: will be inserted at contract  
Telephone: will be inserted at contract  
Facsimile: will be inserted at contract  
E-mail: will be inserted at contract

## **6. Payment**

### **6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in the contract. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

### 6.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

### 6.4 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	2008-05-12

### 6.5 Exchange Rate/Payment on Delivery

1. The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.
2. The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.
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 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
4. On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.
5. Canada will have the right to audit any revision to costs and prices under this clause.

### 7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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2. Invoices must be distributed as follows:

- (a) one (1) copy must be forwarded to the consignee.
- (b) The original and one (1) copy must be forwarded to the following address for certification and payment.

Canada Border Services Agency  
Science and Engineering  
79 Bentley Avenue  
Ottawa, ON, K2E 6T7  
Attention: will be inserted at contract

- (c) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Department of Public Works and Government Services  
"HN" Division  
7B3 Place du Portage, Phase III  
11 Laurier Street  
Gatineau, QC  
K1A 0S5  
Attention: Jean-Yves Hamel

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in will be inserted at contract.

Solicitation No. - N° de l'invitation  
47064-144492/A

Amd. No. - N° de la modif.  
47064-144492/A

Buyer ID - Id de l'acheteur  
hn442

Client Ref. No. - N° de réf. du client  
47064-144492

File No. - N° du dossier  
hn44247064-144492

CCC No./N° CCC - FMS No/ N° VME

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010A (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated will be inserted at contract

## 11. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

### 13.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from a commercial contractor.

### 13.2 Shipping - Scheduling

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (Ottawa, Ontario) to the following address by appointment only. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes. The consignee may refuse shipments when prior arrangements have not been made.

Canada Border Services Agency  
Science and Engineering  
79 Bentley Avenue  
Ottawa, ON, K2E 6T7  
Phone: will be inserted at contract