

INVITATION TO TENDER  
GOODS CONTRACT

Page 1 of/de 3

NCC FILE NO.  
NO DE DOSSIER DE LA CCN: **NR69**

<p>ADDRESS ENQUIRIES TO: ADRESSER LES DEMANDES DE RENSEIGNEMENTS À:</p> <p><b>Nathalie Rheault</b></p> <p>TEL - TÉL: 613-239-5678 X 5080</p> <p>FAX : 613-239-5007</p> <p>E-MAIL – COURRIEL : <a href="mailto:nathalie.rheault@ncc-ccn.ca">nathalie.rheault@ncc-ccn.ca</a></p>	<p><b>NCC CONTRACT NO.:</b></p> <hr/> <p><b>BID CLOSING/CLÔTURE DE L'OFFRE:</b></p> <p><b>October 29, 2013 at 15:00 Ottawa time</b></p>
<p><b>RETURN ORIGINAL</b> Submit tender on this form and return it to: <b>RENOYER L'ORIGINAL</b> Veuillez soumissionner en vous servant de la présente formule et la retourner au:</p>	<p><b>Senior Contract Officer – Nathalie Rheault</b> <b>National Capital Commission</b> <b>Procurement Services</b> <b>40 Elgin Street</b> <b>3rd Floor</b> <b>Ottawa, Ontario K1P 1C7</b></p>
<p><b>DESCRIPTION OF WORKS/DESCRIPTION DES TRAVAUX:</b> To provide all goods and services related to the “<b>GPS Satellite Tracking Collars for Small Wolves / Large Coyotes</b>” project as per the attached drawings and specifications</p>	<p><b>DELIVERY LOCATION:</b></p> <p>33 Scott Road, Chelsea (Québec)</p>

## 1. OFFER

The undersigned tenderer (hereinafter called the "Contractor") hereby offers to the National Capital Commission (NCC) to furnish all goods as set out under the "Description of Works" hereon for the **lump sum price** as set out in clause 3 on page 2.

## 2. GENERAL AGREEMENT The Contractor agrees:

1. **To supply and deliver the goods as per the specifications – General Requirements, 1.0.**
2. that this Offer and Agreement, the Specifications referred to in Clause 1 above, the Goods Conditions, Instructions to Tenderers (Goods), General Conditions, the Supplier - the Direct Payment and Tax Information Form and all Addendum shall be and are the complete tender and this offer is made subject to the provisions contained therein.
3. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 30 days from the Tender Closing Time shown hereon .
4. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the NCC, constitute a binding contract between the Contractor and the NCC.
5. Enquiries regarding this tender must be submitted in writing to the following: Senior Contract Officer, Nathalie Rheault, telephone number - 613-239-5678 X 5080, facsimile number - 613-239-5007 or e-mail address – [nathalie.rheault@ncc-ccn.ca](mailto:nathalie.rheault@ncc-ccn.ca) as early as possible within the solicitation period. Except for the approval of alternative materials as described in the General Instructions to Bidders, enquiries should be received no later than October 23, 2013 to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer

named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.

6. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario provincial Sales Tax (PST) and the Québec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST and PST/QST, to the extent applicable, that the NCC will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittance to Revenue Canada and the respective provincial governments.
7. To ensure prompt payment, please prepare your invoice in accordance with the prices quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the Purchase Order number.
3. The Contractor agrees that the following is the **all-inclusive lump sum price** referred to in clause 1 on Page 1.  
(includes all costs for packing, loading, unloading and transportation)

Item	Total
<b>All-inclusive lump sum price (excluding tax)</b>	\$
<b>GST 5%</b>	\$
<b>QST 9.975 %</b>	\$
<b>TOTAL</b>	\$

During the solicitation period, alternative Materials/Equipment may be considered provided full technical data is received in writing by the Contracting Officer at least seven (7) calendar days, unless otherwise noted in the Tender documents, prior to the solicitation closing date. If the alternative Materials/Equipment are approved for the purposes of the tender, an addendum to the tender documents shall be issued.

Basis of award will be the bidder who meets all of the terms and conditions, and, who offers the NCC the lowest grand total amount. Lowest or any tender NOT necessarily accepted. The NCC reserves the right to review all of the items proposed by the lowest bidder prior to award. The NCC also reserves the right to cancel this tender and/or re-issue the tender in its original or revised form, and, to negotiate with the successful bidder and/or all bidders.

I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered

price. \_\_\_\_\_. (Bidder to enter number of addenda issued, if any).

**Tenders may be faxed to the Attention of Nathalie Rheault only at fax no. 613-239-5012 no later than October 29, 2013 at 3:00 p.m. Ottawa time. Tenders received after the closing date and time will not be accepted.**

# INVITATION TO TENDER GOODS CONTRACT

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NR69

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).

<b>Contractor's Address - Adresse de l'entrepreneur</b>      Tel-Tél:  Fax-Télécopieur:  E-mail-Courriel :	Print Name - Nom en caractère d'imprimerie	Date
	Signature	

Accepted & executed on behalf of the NCC this \_\_\_\_\_ day of \_\_\_\_\_, 2013 in the presence of

<b>CONTRACT OFFICER SIGNATURE/S</b>	<b>TITLE</b>	<b>WITNESS SIGNATURE/S</b>

8 GPS satellite tracking collars for small wolves/large coyotes

Iridium satellite tracking system

Sealed battery wells and/or protective aluminum bezels to prevent chewing

Embedded GPS, Iridium and VHF antennae

Mortality and hibernation sensor

Geofencing capabilities

Remote data download

High powered VHF beacon with separate battery from GPS system

GPS and beacon schedules programmed remotely through computer

TRD timer drop-off

All software required to download and process GPS information

Air time charge estimate

All hardware for programming interface

Tools for collar installation

At least 6 months of proven product effectiveness from other customers with similar uses in similar conditions(wolves, large canids in northern environments) – provide references

Battery exhaustion alarm for VHF beacon

6 collars as above, battery life to last at least 52 weeks at 12 GPS fixes per day. Maximum weight not to exceed 620 grams

2 collars as above, battery life to last at least 100 weeks at 12 GPS fixes per day. Maximum weight not to exceed 830 grams

Warranty - Minimum one year including battery

Collars required by November 2013

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## **GOODS CONTRACTS**

### **Instructions to Tenderers**

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#### **1. Addressing**

The tender envelope shall be addressed to Finance and Procurement Services, National Capital Commission, 40 Elgin Street, 3rd floor, Info-Centre, Ottawa, Ontario K1P 1C7.

The name and address of the tenderer and the due time and date of the tender shall be clearly shown on the envelope.

#### **2. Delivery of Tenders**

Tenders must be received by the National Capital Commission on or before the exact time and date set for their reception. Care must be taken to mail or deliver tenders in good time as tenders received after the specified time and date will not be accepted or considered and will be returned unopened.

#### **3. Unacceptable Tenders**

Tenders not submitted on the accompanying Tender and Contract form.

Faxed tenders and tenders by e-mail unless otherwise stated.

Tenders received after the tender closing date and time.

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

#### **4. Revision of Tenders**

The tenderer may revise his tender by fax, letter or telegram, provided it is received before the tender closing date and time.

Faxes or letters must clearly indicate required changes.

#### **5. Acceptance of Offer**

The lowest or any tender not necessarily accepted.

#### **6. Completion of Tender and Contract Form**

Insert the price per unit against each item, multiply by the respective estimated quantity, extend the answers in the Total column and apply GST and PST where applicable before calculating Total Amount.

PST is calculated on applicable Provincial legislation at the delivery location.

Type or legibly print the tenderer's full business name, address and telephone number under the spaces provided for the Contractor's Full Business Name and Contractor's Business Address respectively.

Sign the Tender /Contract form in the space provided as indicated below.

The tender must be signed by a duly authorized signing officer of the Company in his/her normal signature designating against his/her signature the official capacity in which the signing officer acts. the corporate seal of the company, if any, must also be affixed to the tender.

Do not make any entry in the signature section marked for Commission use only.

Tenders are to be submitted in two copies, duly completed in the enveloped provided. The tenderer should retain the third copy of the tender for his record.

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## GOODS CONTRACTS

### General Conditions

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1. This order, including these general terms and conditions, forms the entire contract between the Commission and the contractor and no variation thereof, irrespective of the wording or terms of the contractor's acceptance, will be effective unless specifically agreed to in writing by the Commission. No local, general or trade customs shall be deemed to vary the terms thereof. Where the context requires, the word "goods" is to be read as including services.
2. Goods will be received by the Commission subject to final inspection and acceptance by the consignee, specified in this order and if not so specified, by any person authorized by the Commission. Goods found to be defective or not in compliance with the specifications may be returned to the contractor at the contractor's expense.
3. In supplement of and not by way of substitution for the terms of the specifications or any warranty stipulated or implied by law and notwithstanding prior acceptance by the Commission the contractor shall at any time within its standard warranty period, at its own expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship. The contractor shall state its standard warranty period and related terms and conditions at the time of delivery.
4. The contractor warrants that it has the right to use and sell any patented devices or parts used in the goods purchases and agrees to indemnify the Commission against any claims for royalties, license fees and other claims or demands by reason of the use or sale thereof, whether or not any such devices or parts are specified by the Commission or used by the contractor in the goods purchases without such specifications.
5. The goods shall be at the risk of the contractor who shall bear all loss or damage, from whatsoever cause arising which may occur to the goods, or any part thereof, until delivered to the Commission. The Commission reserves the right to change the place of delivery at any time prior to the actual shipment provided that the contractor shall be entitled to be reimbursed for any actual increased costs, or shall reduce the prices to the extent of any decrease cost arising out of such change.
6. Goods must be new and unused unless specified otherwise herein and delivered strictly in accordance with the quantities, specifications, terms and conditions of this order. Time shall be of the essence of this order.
7. The charges are F.O.B. destination and include all charges for packing, loading, unloading and transportation unless otherwise specified herein. Should the contractor prepay transportation charges which are payable by the Commission under the terms of this contract these charges are to be shown as a separate item on the invoice.
8. If carload shipment, shipping notices must be sent immediately to the Commission showing car number, initial and routing. Car service will be deducted from all cars that reach the Commission without shipping notice.
9.
  - i) The Chairman may, by giving notice to the Contractor, terminate or suspend the goods/services to be supplied with respect to all or any part or parts not completed/received.
  - ii) All goods/services completed/received by the Contractor to the satisfaction of the commission before the giving of such notice shall be paid for by the Commission in accordance with the provisions of the contract and, for all goods/services not completed/received before the giving of such notice, the Commission shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such goods/services.

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**GOODS CONTRACTS**  
**General Conditions**

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- iii) The Commission reserves the right to cancel or purchase elsewhere, any portion of this order that is not delivered by the date required by this order.
10. Unless otherwise specified in this order, payment will only be made in Canadian funds within 30 days following presentation of invoices or progress claims forms or within 30 days of delivery of the goods, whichever is later. Discounts will be calculated from the date when both the goods and acceptable invoices or progress claims forms are received by the Commission.
11. The total dollar amount shown on this order is final and unless otherwise specified herein includes all applicable Taxes (GST and PST) and duties.
12. No member of the House of Commons of Canada shall be admitted to any share or part of this contract or any benefits to arise therefrom.
13. This agreement shall ensure to the benefit of, and shall be binding upon the successors and assigns of the Commission and the contractor respectively, provided that the contractor shall not assign this agreement or any part of the development without prior written consent of the Commission, and any assignment made without such consent shall be of no effect.
14. All specifications, drawings, samples, patterns and dies furnished to the contractor by the Commission for use in respect of the order shall be deemed to be owned by the Commission and shall be returned to the Commission at the expense of the contractor when required.
15. WHMIS Regulations apply to Controlled Products.

## SUPPLIER – DIRECT PAYMENT AND TAX INFORMATION FORM

### FOURNISSEUR – FORMULAIRE DE PAIEMENT DIRECT ET RENSEIGNEMENTS POUR FINS D'IMPÔT

#### PART 'A' – IDENTIFICATION / PARTIE 'A' – IDENTIFICATION

Legal name of entity or individual / Nom légal de l'entité ou du particulier	Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)	
Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPFP		<input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non
An entity, incorporated or sole proprietorship, which was created by a Former Public Servant in receipt of a PSSA pension or a partnership made of former public servants in receipt of PSSA pension or where the affected individual has a controlling or major interest in the entity. / Une entité, constituée en société ou à propriétaire unique, créée par un ancien fonctionnaire touchant une pension en vertu de la LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, ou les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.		<input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non
Address / Adresse	Telephone no. / No. de téléphone :	Fax no. / No. De télécopieur :
Postal code / Code postal	(   )	(   )

#### PART 'B' – STATUS OF SUPPLIER / PARTIE 'B' – STATUT DU FOURNISSEUR

(1) Sole proprietor / Propriétaire unique	<input type="checkbox"/>	If sole proprietor, provide / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes	<input type="checkbox"/>	SIN – mandatory for (1) & (2) / NAS – obligatoire pour (1) & (2)	Corporation / Société	Business No. (BN) / No de l'entreprise (NE)	
GST/HST / TPS et de TVH			QST / TVQ (Québec)		
Number / Numéro :			Number / Numéro :		
Not registered / non inscrit <input type="checkbox"/>			Not registered / non inscrit <input type="checkbox"/>		
Type of contract / Genre de contrat					
Contract for services only / Contrat de services seulement		<input type="checkbox"/>	Contract for mixed goods & services / Contrat de biens et services		<input type="checkbox"/>
			Contract for goods only / Contrat de biens seulement		<input type="checkbox"/>
Type of goods and/or services offered / Genre de biens et/ou services rendus :					

#### PART 'C' – FINANCIAL INSTITUTION / PARTIE 'C' – RENSEIGNEMENTS SUR L'INSTITUTION FINANCIÈRE

**Please send a void cheque with this form / Veuillez, s.v.p., envoyer un spécimen de chèque avec ce formulaire**

Branch number / No de la succursale	Institution no. / No de l'institution :	Account no. / No de compte :
Institution name / Nom de l'institution :	Address / Adresse :	
Postal Code / Code postal :		

#### PART 'D' – PAYMENT NOTIFICATION / PARTIE 'D' – AVIS DE PAIEMENT

E-mail address / Adresse courriel :

#### PART 'E' – CERTIFICATION / PARTIE 'E' – CERTIFICATION

I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.  Where the supplier identified on this form completes part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in part C, all amounts payable to the supplier.	Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur.  Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus.		
Name of authorized person / Nom de la personne autorisée	Title / Titre	Signature	Date
Telephone number of contact person / Numéro de téléphone de la personne ressource : (   )			

#### IMPORTANT

**Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).**

**Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).**

Mail or fax to : Procurement Assistant, Procurement Services  
National Capital Commission  
202-40 Elgin Street  
Ottawa, ON K1P 1C7 Fax : (613) 239-5007

Poster ou télécopier à : Assistant à l'approvisionnement  
Services de l'approvisionnement  
Commission de la capitale nationale  
40, rue Elgin, pièce 202  
Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007



**SUPPLIER – DIRECT PAYMENT AND TAX  
INFORMATION FORM**

**FOURNISSEUR – FORMULAIRE DE PAIEMENT DIRECT  
ET RENSEIGNEMENTS AUX FINS D'IMPÔT**

**Supplier Tax Information**

Pursuant to paragraph 221(1) (d) of the Income Tax Act, NCC must declare form T-1204, contractual payments of government for services, all payments made to suppliers during the calendar year in accordance to related service contracts (including contracts for mixed goods and services).

The paragraph 237(1) of the Income Tax Act and the article 235 of the Income Tax Regulations require the supplier to provide all necessary information below to the organization who prepares the fiscal information forms.

Questions : Marcel Sanscartier, Manager, Accounts Payable and Receivable – (613) 239-5241.

**Direct payment information**

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment.

Until we process your completed form, we will still pay you by check.

You must notify the NCC of any changes to your financial institution, branch or account number. You will then have to complete a new form.

The account you identified has to hold Canadian funds at a financial institution in Canada.

**The advantages of direct payment**

Direct payment is a convenient, dependable and timesaving way to receive your invoice payment. Direct payment is completely confidential.

There is less risk of direct payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct payment will be available in your bank account on the same day that we would have mailed your cheque.

**Renseignements sur les fournisseurs aux fins d'impôt**

En vertu de l'alinéa 221(1) (d) de la Loi de l'impôt sur le revenu, la CCN est tenu de déclarer, à l'aide du formulaire T-1204, Paiements contractuels de services du gouvernement, tous paiements versés aux fournisseurs pendant une année civile en vertu de marchés de services pertinents (y compris les marchés composés à la fois de biens et de services).

Le paragraphe 237 (1) de la Loi de l'impôt sur le revenu et l'article 235 du Règlement de l'impôt sur le revenu obligent les fournisseurs à fournir toutes les informations demandées ci-dessous à l'organisme qui prépare les formulaires de renseignements fiscaux.

Questions : Marcel Sanscartier, Gestionnaire, comptes fournisseurs et comptes clients – (613) 239-5241.

**Renseignements sur le paiement direct**

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement vous sera envoyé par courriel.

Nous continuerons à vous payer par chèque jusqu'à ce que nous ayons traité votre formulaire.

Vous devez aviser la CCN de tout changement d'institution financière, de succursale ou de numéro de compte. Vous devrez donc remplir un nouveau formulaire.

Le compte que vous désignez doit être un compte en monnaie canadienne, détenu dans une institution financière au Canada.

**Avantages du paiement direct**

Le paiement direct est une méthode pratique, fiable, qui permet de gagner du temps dans la réception de vos paiements de factures. Le paiement direct est entièrement confidentiel.

Avec les paiements direct, il y a moins de risques de perte, de vol ou de dommage, comme cela peut se produire dans le cas des chèques.

Les paiements effectués par paiement direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.