

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**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><br>Automated Biochemical Analyser   |   |
| <b>Solicitation No. - N° de l'invitation</b><br>KW405-130510/A   | <b>Date</b><br>2013-10-18   |
| <b>Client Reference No. - N° de référence du client</b><br>KW405-130510  |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$TOR-302-6391   |   |
| <b>File No. - N° de dossier</b><br>TOR-3-36068 (302)   | <b>CCC No./N° CCC - FMS No./N° VME</b>                                    |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2013-12-03</b>   | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Standard Time<br>EST |
| <b>F.O.B. - F.A.B.</b><br><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><br>Berends, Robert   | <b>Buyer Id - Id de l'acheteur</b><br>tor302                              |
| <b>Telephone No. - N° de téléphone</b><br>(905) 615-2465 ( )   | <b>FAX No. - N° de FAX</b><br>(905) 615-2060                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>Environment Canada<br>105 McGill Street<br>Montreal, Quebec<br>H2Y 2E7<br>Attn.: Francois Gagne |   |

**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**

Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

|  |  |
|--|--|
| <b>Delivery Required - Livraison exigée</b><br>2014-03-31  | <b>Delivery Offered - Livraison proposée</b> |
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <b>Telephone No. - N° de téléphone</b><br><b>Facsimile No. - N° de télécopieur</b>   |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm</b><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b>                                  |

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**PART 1 - GENERAL INFORMATION****1. Security Requirement**

There is no security requirement associated with this bid solicitation.

**2. Requirement**

The requirement is detailed under Article 2 of the resulting contract clauses.

**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.

## **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 (2013-06-01) 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

### **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.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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.

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

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

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **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.

### **1.1 Technical Evaluation**

#### **1.1.1 Mandatory Technical Criteria**

Bidders must meet all mandatory criteria. Failure to meet any one of the mandatory criteria will result in your bid being declared non-responsive.

- a) The equipment (Automated Biochemical Analyser) offered must meet all the technical specifications detailed in Annex A, Requirement.
- b) The Bidder must provide evidence (instrument specification, publications, documented data or discussion points) to support the fact that their system meets a specification, simply stating that the criteria is met is not sufficient. The Bidder must provide such evidence for each of the mandatory requirements detailed at Annex A, Requirement.

### **1.2 Financial Evaluation**

- 1.2.1** Bidders must submit their financial bid in Canadian funds in accordance with Annex B, Basis of Payment, at the time of bid closing.
- 1.2.2** The price used in the evaluation will be the firm price as detailed in Annex B, Basis of Payment.
- 1.2.3** The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes 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 will be recommended for award of a contract.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

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

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

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

#### 1.3 Software Publisher Certification and Software Publisher Authorization

If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher.

Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher.

Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation, in Annex C. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For

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Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.

In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products



## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this Contract.

### 2. Requirement

The Contractor must provide an Automated Biochemical Analyser in accordance with the Requirement at Annex A.

### 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 (2013-04-25) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 2.2 Supplemental General Conditions

4003 (2010-08-16) Licenced Software, apply to and form part of the Contract.

### Article 27 of 2030 (2008-05-12) General Conditions - Higher Complexity - Goods:

#### Intellectual Property Infringement and Royalties

The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

The Contractor has no obligation regarding claims that were only made because:

Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:

"[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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

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

All the deliverables must be received on or before March 24, 2014.

#### **5. Authorities**

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

The Contracting Authority for the Contract is:

The Contracting Authority for the Contract is:

Robert Berends  
Supply Specialist  
Public Works and Government Services Canada

Acquisitions Branch  
33 City Centre Drive, Suite 480C  
Mississauga, Ontario  
L5B 2N5

Telephone: 905-615-2465

Facsimile: 905-615-2060

E-mail address: Robert.berends@pwgsc.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: (to be provided at time of Contract award)

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

The Project Authority 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 Project Authority, however the Project 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: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

## **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 a firm price as specified in Annex B for a cost of \$ \_\_\_\_\_. 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 Single Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

## **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.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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

## **8. Certifications**

### **8.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if 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 Ontario.

## **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) the supplemental general conditions 4003 (2010-08-16) Licensed Software;
- (c) the Article 27 of 2030 (2008-05-12) General Conditions - Higher Complexity - Goods;
- (d) the general conditions 2010A (2013-04-25) General Conditions - Goods (Medium Complexity);
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Software Certification Forms
- (h) the Contractor's bid dated \_\_\_\_\_.

#### **11. Electrical Equipment**

SACC Manual clause B1501C (2006-06-16) Electrical Equipment

#### **12. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **ANNEX A**

### **REQUIREMENT**

#### **Automated Chemical Bioanalyser**

##### **1. General Description**

Environment Canada (EC) requires an automated biochemical analyzer to analyze diverse parameters simultaneously on the same sample using photometric technology. EC's specific needs are quantification of substrates and enzymes.

##### **2. Specifications**

The instrument must have the following minimal specifications:

- i) Must be able to quantify substrates (total proteins, glucose, triglycerides and more) and enzymes (AST, ALT, LDH and more).
- ii) Must provide endpoint and kinetic measurements by absorbance.
- iii) Must have a minimum of 12 wavelengths, which must include the following wavelengths: 340, 510, 520, 540, 575, 600, 620 nm.
- iv) Must have a spectral range of 275-880 nm with an absorbance range 0- 3.5 A.
- v) Must allow adjustment of the reaction temperature between 25 and 60°C.
- vi) Must offer size sample containers of 0.5 ml and 2 ml.
- vii) Must use disposable reaction cuvettes.
- viii) Must have a reagents compartment with cooling and have a minimum of 40 positions. Must have a samples compartment with a minimum of 50 positions.
- ix) Must be a fully automated system with automatic sample dilution and monitoring of reagents (reagent volume and tests remaining); and must allow the user to create /modify applications to meet specific analytical needs.
- x) Must be compact (bench top) and not require a connection to a water system or a drain.

##### **3. Additional requirements**

- i) Installation (completion within one week of delivery).
- ii) 2 days of training (must include theoretical explanations and practical demonstration). The training session on the equipment will be held for a minimum of 2 persons. The training session will be held in Montreal at the following address: 105, McGill Street, Montreal, Quebec, H2Y 2E7.

- iii) All necessary software and operation systems for peak performance of the analyzer.
- iv) The automated biochemical analyser must have a minimum one year warranty including priority onsite service with parts and labour included at no extra cost.
- v) The Supplier must have qualified technical staff available by e-mail or phone. Response time to a service call must not exceed 48 hours.

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## ANNEX B

### BASIS OF PAYMENT

Prices are firm, all inclusive prices in Canadian dollars. Transportation charges are included. Customs duties and Excise taxes are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### 1) Firm Requirement

| Item Number and Description | Qty. | Firm Unit Price |
|-----------------------------|------|-----------------|
|-----------------------------|------|-----------------|

|   |   |         |
|---|---|---------|
| 1) Supply and Delivery of an Automated Biochemical Analyser, in accordance with all the specifications in Annex A, Requirement, 2 Full days of training, Software and Shipping to Burlington, Ontario). | 1 | \$_____ |
|---|---|---------|

#### Manufacturer Name and Model Number

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## ANNEX C

### SOFTWARE CERTIFICATION FORMS

#### Software Publisher Certification Form

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

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*[bidders should add or remove lines as needed]*

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**Software Publisher Authorization Form**  
(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below.

This authorization applies to the following software products:

\_\_\_\_\_  
\_\_\_\_\_

*[bidders should add or remove lines as needed]*

Name of Software Publisher (SP) \_\_\_\_\_

Signature of authorized signatory of SP \_\_\_\_\_

Print Name of authorized signatory of SP \_\_\_\_\_

Print Title of authorized signatory of SP \_\_\_\_\_

Address for authorized signatory of SP \_\_\_\_\_

Telephone no. for authorized signatory of SP \_\_\_\_\_

Fax no. for authorized signatory of SP \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_