

**INVITATION TO TENDER  
GOODS CONTRACT**

 NCC FILE NO.  
NO DE DOSSIER DE LA CCN: **NG271**

<b>ADDRESS ENQUIRIES TO:</b>  <b>Nicole Galipeau</b> Telephone no. / No de téléphone : 613-239-5678 ext. 5191 Email / Courriel: <a href="mailto:nicole.galipeau@ncc-ccn.ca">nicole.galipeau@ncc-ccn.ca</a>	<b>NCC CONTRACT NO.:</b>  <b>BID CLOSING/CLÔTURE DE L'OFFRE:</b> <b>July 30, 2014 at 3:00 p.m. Ottawa time</b>
<b>RETURN ORIGINAL</b> Submit tender on this form and return it to: <div style="text-align: center;">→</div>	<b>Nicole Galipeau, Senior Contract Officer</b> <b>National Capital Commission</b> <b>Procurement Services</b> <b>40 Elgin Street, 3rd Floor Service Centre</b> <b>Ottawa, Ontario K1P 1C7</b>  <b>OR</b>  <b>By fax at 613-239-5012 only.</b>  <b>REFERENCE: Tender file NG271</b>
<b>DESCRIPTION OF GOODS</b>  New kitchen mixers, accessories and other equipment	<b>DELIVERY LOCATION:</b>  Rideau Hall Main Kitchen, 1 Sussex Drive, Ottawa, ON

**1. OFFER**

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

**2. GENERAL AGREEMENT The Contractor agrees:**

- 2.1. To supply and deliver the goods as specified no later than September 5, 2014.**
- 2.2. 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.
- 2.3. 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 60 days from the Tender Closing Time shown hereon .
- 2.4. 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.
- 2.5. Enquiries regarding this tender must be submitted in writing as early as possible within the solicitation period to the Senior Contract Officer, Nicole Galipeau by email at [nicole.galipeau@ncc-ccn.ca](mailto:nicole.galipeau@ncc-ccn.ca) or by facsimile at 613-239-5007, and the telephone number is 613-239-5678 ext. 5191,. Except for the approval of alternative materials as described in the General Instructions to Bidders, enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing 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.

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- 2.6. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and 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 remittances to Revenue Canada and the respective provincial governments.
- 2.7. 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.

The Contractor agrees that the following is the unit price referred to in clause 1 on Page 1. **(includes all costs for packing, loading, unloading and transportation)**

Line item	*Description	QTY	All-inclusive unit price (excl. taxes)	Amount
1	Hobart Mixers, 30 qt, Legacy Planetary ¾ hp, three fixed speeds, gear driven transmission, 15 min. timer, #12 taper attachment hub, manual bowl lift, stainless steel bowl, aluminum "B" beater, "D" whip, bowl guard, 200-240 amp.	2	\$_____ ea.	\$_____
2	Hobart Mixer 12qt, Planetary ½ hp, three fixed speeds plus stir speed, geared driven transmission 15 min. smart timer, #12 tapered attachment hub, manual bowl lift, stainless steel bowl, aluminum "B" beater, stainless steel "D" wire whip, stainless steel bowl, 100-120amp	1	\$_____ ea.	\$_____
3	Potato Rice attachment for the 30qt mixer.	1	\$_____ ea.	\$_____
4	Vitamix Professional 200 Series, Onyx, 64oz container	1	\$_____ ea.	\$_____
5	Vitamix Dry Grain Container, 64oz.	1	\$_____ ea.	\$_____
6	Robot-Coupe, R2 Dice Ultra, 3qt, 2hp, combination food processor	1	\$_____ ea.	\$_____
7	Robot- Coupe hand mixer, MMP 190 V.V	1	\$_____ ea.	\$_____
<b>Sub-total</b>				
<b>13% OHST</b>				
<b>TOTAL</b>				

\*Approval of Alternative Materials/Equipment: When Materials/Equipment are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the tender shall be based on use of the named Materials/Equipment. 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.

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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).

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).

**Contractor's Name and Address – Nom et adresse de l'entrepreneur**

\_\_\_\_\_  
Print Name - Nom en caractère d'imprimerie

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Telephone no. /No. de téléphone : \_\_\_\_\_

Fax no. / No. de télécopieur : \_\_\_\_\_

Email / Courriel : \_\_\_\_\_

\_\_\_\_\_  
Witness Signature – Signature du témoin

Accepted & executed on behalf of the NCC this \_\_\_\_\_ day of \_\_\_\_\_, 2014 in the presence of

**NCC CONTRACT OFFICER SIGNATURE / SIGNATURE  
DE L'AGENT AUX CONTRATS DE LA CCN**

**WITNESS SIGNATURE /  
SIGNATURE DU TÉMOIN**

**INVOICING:**

Send the original invoice and 1 copy to:

**Accounts Payable  
National Capital Commission  
202-40 Elgin Street, Ottawa, ON K1P 1C7**

Or by email at the following address: [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca)

**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.**

**FACTURATION :**

Envoyer la facture originale et 1 copie par la poste à :

**Comptes Payables  
Commission de la capitale nationale  
40 rue Elgin, pièce 202, Ottawa, ON K1P 1C7**

Ou par courriel à l'adresse suivante: [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca) .

**Afin de vous assurer d'un règlement rapide, veuillez préparer votre facture selon les prix cotés. Des erreurs dans la facturation peuvent causer des retards de paiement. Nous vous prions de soumettre votre facture à l'adresse mentionnée ci-dessus et indiquer clairement le numéro de bon de commande.**

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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.

New supplier / Nouveau fournisseur  Update / Mise à jour

Supplier No. / N° du fournisseur

**SUPPLIER-DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM  
FOURNISSEUR-FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT**

For NCC use only / À l'usage de la CCN seulement

**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, où 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. / N° de téléphone :	Fax No. / N° 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) / N° de l'entreprise (NE)	
GST/HST / TPS et 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		Contract for mixed goods & services / Contrat de biens et services		Contract for goods only / Contrat de biens seulement	
<input type="checkbox"/>		<input type="checkbox"/>		<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 / N° de la succursale	Institution No. / N° de l'institution :	Account No. / N° de compte :
Institution name / Nom de l'institution :		Address / Adresse :
Postal Code / Code postal :		

**PART 'D' - DIRECT DEPOSIT PAYMENT NOTIFICATION / PARTIE 'D' - AVIS DE PAIEMENT PAR DÉPÔT DIRECT**

E-mail address / Adresse courriel :

**PART 'E' - CERTIFICATION / PARTIE 'E' - CERTIFICATION**

<p>I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.</p> <p>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.</p>	<p>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.</p> <p>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.</p>		
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**

<p><b>Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).</b></p> <p>Mail or fax to: Procurement Assistant, Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007</p>	<p><b>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).</b></p> <p>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</p>
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**SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM**

**FOURNISSEUR – FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'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) 239-5678 ext. 5241 or [marcel.sanscartier@ncc-ccn.ca](mailto:marcel.sanscartier@ncc-ccn.ca)

**Direct deposit 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 to the address identified in part D.

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 deposit payment**

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

There are fewer risks of direct deposit payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct deposit 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 de l'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) 239-5678 poste 5241 ou [marcel.sanscartier@ncc-ccn.ca](mailto:marcel.sanscartier@ncc-ccn.ca)

**Renseignements sur le paiement par dépôt 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 par dépôt direct vous sera envoyé par courriel à l'adresse courriel identifiée à la partie D.

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 par dépôt direct**

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

Avec les paiements par dépôt 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 par dépôt direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.