



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

High Commission of Canada  
7/8 Shantipath, Chanakyapuri  
New Delhi 110 021, India

**or to:**

Foreign Affairs, Trade and Development  
Canada  
125 Sussex drive  
Ottawa, Ontario K1A 0G2  
c/o SPP

**REQUEST FOR PROPOSAL (RFP)**

**Proposal to: Foreign Affairs, Trade and  
Development 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  
therefore.

**DEMANDE DE PROPOSITION (DP)**

**Proposition aux: Affaires étrangères,  
Commerce et Développement Canada**

Nous offrons par la présente de vendre à  
Sa Majesté I 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> Air Purifiers, New Delhi India	
<b>SOLICITATION NO. – NO. DE L'INVITATION</b> # 15 - 92799	<b>DATE</b> 27 OCT 2014
<b>SOLICITATION CLOSES / L'INVITATION PREND FIN</b>  On December 5, 2014 at 14:00 hours Eastern Standard Time (EST) / 23:30 hours India Standard Time (IST).	
<b>ADDRESS ENQUIRIES TO – ADRESSER TOUTES QUESTIONS À:</b> NATHAN LYON	
<b>TELEPHONE:</b>	<b>EMAIL - COURRIEL:</b> <a href="mailto:NATHANIEL.LYON@INTERNATIONAL.GC.CA">NATHANIEL.LYON@INTERNATIONAL.GC.CA</a>
<b>DESTINATION OF GOODS/SERVICES-DESTINATION DES BIENS/SERVICES</b>  High Commission of Canada 7/8 Shantipath, Chanakyapuri New Delhi 110 021, India	
<b>VENDOR/FIRM NAME AND ADDRESS – RAISON SOCIALE ET ADRESSE DU FOURNISSEUR/DE L'ENTREPRENEUR</b>          Telephone No. – No. de telephone: Facsimile No. – No de télécopieur:	
<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE VENDOR/FIRM NOM ET TITRE DE LA PERSONNE AUTORISÉE À SIGNER AU NOM DU FOURNISSEUR/DE L'ENTREPRENEUR</b>	<b>Corporate Seal</b>
_____	_____
<b>Signature</b>	<b>Date</b>

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**PART 1 - GENERAL INFORMATION**

**1. Security Requirement**

There is no security requirement applicable to this Contract.

**2. Requirement**

The requirement is detailed under Article 2, Part 6, 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.

**4. Office of the Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

**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* issued by Public Works and Government Services Canada available at:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**1.1 The 2003 Standard Instructions are hereby modified as follows:**

Subsections 04 and 05 of Section 01 Integrity Provisions – Bid, are deleted in their entirety.

At subsection 05.4, delete “sixty (60) days” and replace by “ninety (90) days”.

Subsections 05.2 (d), 12.1(a), 12.1(b) and 20.2 are deleted in their entirety.

At Section 06 and 07, delete “PWGSC” and replace by “FATDC”.

**2. Submission of Bids**

Bids must be submitted only to Foreign Affairs, Trade and Development Canada by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

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**3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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, Canada.

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.

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**PART 3 - BID PREPARATION INSTRUCTIONS**

**1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound and sealed 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)

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 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](#) available at:

<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.

**1.1 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.

Bidders must provide documentation to demonstrate compliance to Annex "A" Requirements. Technical documentation such as specification sheets, technical brochures, and photographs or illustrations should provide adequate detail to substantiate that the product offered meet the technical requirements. It is the Bidders responsibility to ensure that the submitted documentation provides adequate detail to prove that the proposed product meets the requirements of the technical specifications. If specific published technical documentation is not available, the bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.

**1.1.1 Additional Information**

Bidders must submit the following information:

**(a) Delivery**

While delivery is requested within 45 days from the effective date of the contract, the best delivery that could be offered is as follows:

Item 001 – Quantity 100, delivered within \_\_\_\_\_ calendar days from the effective date of the contract.

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OPTION QUANTITY:

Item 002 – Quantity 100, delivered within \_\_\_\_\_ calendar days from the effective date of the contract.

**(b) Manufacturer's Standard Warranty Period**

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the items that exceeds the minimum warranty period of twelve (12) months.

**1.2 Section II: Financial Bid**

Bidders must submit firm prices for all items listed in Annex "B", Basis of Payment. The total amount of Value Added Tax (VAT) must be shown separately, if applicable.

**1.2.1 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

**1.3 Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**1. Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

**1.1 Technical Evaluation**

The purpose of the technical evaluation is to determine if the goods offered meet all mandatory requirements outlined in the RFP and Annex "A" Requirements.

Failure to meet any of the mandatory requirements will render the bid non-compliant and it will be given no further consideration

**1.1.1 Equivalent Substitutes**

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;
  - (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.

**1.2 Financial Evaluation**

The price of the bid will be evaluated on an aggregate price basis for the item and quantity, in Indian Rupees (INR), Delivered Duty Paid (DDP) at destination, Incoterms 2000, customs duties and excise taxes included, Value Added Tax (VAT) excluded.

**2. Basis of Selection – Multiple Items**

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 associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

**1. Certifications Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

**1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003.

**1.2 Federal Contractors Program for Employment Equity - Bid Certification (Canadian Bidders Only)**

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 Employment and Social Development Canada (ESDC) - 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.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Signature Bidder/Contractor

\_\_\_\_\_  
Date

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**PART 6 - RESULTING CONTRACT CLAUSES**

**1. Requirement**

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

**2. 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](#) issued by Public Works and Government Services Canada, available at:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

**2.1 General Conditions**

2010A (2014-09-25) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The General Conditions are hereby modified as follows:

At Article 1 Interpretation:

Delete: the minister of Public Works and Government Services  
 Replace with: the minister of Foreign Affairs

**3. Security Requirement**

There is no security requirement applicable to this Contract.

**4. Term of Contract**

The period of the contract is from date of contract to March 31, 2015 inclusive.

**4.1 Delivery of Items**

Item 001 – Quantity \_\_\_\_\_, delivered within (to be entered at contract award) \_\_\_\_\_ calendar days from the effective date of the contract.

OPTION QUANTITY:

Item 002 – Quantity \_\_\_\_\_, delivered within (to be entered at contract award) \_\_\_\_\_ calendar days from the effective date of the contract amendment.

**4.2 Optional Goods**

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

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Nathan Lyon  
 Contracting Specialist  
 Foreign Affairs, Trade and Development Canada  
 Mission Procurement Operations (AAO)

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125 Sussex Drive, Ottawa, Ontario, K1A 0G2

Telephone: 343.203.1323

E-mail: nathaniel.lyon@international.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 Project Authority (to be entered at contract award)**

The Project Authority for the Contract is:

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

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

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

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

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

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

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**

(to be entered at contract award)

**6. Payment**

**6.1 Basis of Payment – Firm Unit Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex “B” Basis of Payment in Indian Rupees (INR), Delivered Duty Paid (DDP) at destination, Incoterms 2000, customs duties and excise taxes included, Value Added Tax (VAT) excluded.

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 Multiple Payments**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

**6.3 Packaging**

The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment (as below deck cargo).

**6.4 Shipping Instructions – Delivery at Destination**

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

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Delivered Duty Paid (DDP), High Commission of Canada, 7/8 Shantipath, Chanakyapuri, New Delhi 110 021, India, Incoterms 2000 for shipments from a commercial contractor.

**6.5 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

**7. Invoicing Instructions**

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.

Invoices must be distributed as follows:

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

High Commission of Canada  
7/8, Shantipath, Chanakyapuri  
New Delhi 110 021, India

**8. Certifications**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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, Canada.

**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 general conditions 2010A (2014-09-25) – General Conditions Goods (Medium Complexity);  
(c) Annex "A" – Requirements;  
(d) Annex "B" – Basis of Payment;  
(e) the Contractor's bid dated \_\_\_\_\_ .

**11. 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.

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**ANNEX "A"**

**REQUIREMENT**

The requirement includes the supply and delivery of Air Purifiers that meet the following minimum requirements for each unit:

**Minimum Requirements:**

- (a) HEPA and Active Carbon Filter (or equivalent) able to remove up to 98% of airborne contaminants and allergens;
- (b) Ultraviolet (UV) light to eliminate air contaminants;
- (c) Able to purify air in an area of up to 50 square meters;
- (d) Air-particle sensor;
- (e) Minimum 2 speed fan;
- (f) Programmable timer;
- (g) Filter-service life indicator;
- (h) Includes an Ionizer;
- (i) Includes Remote control; and,
- (j) Energy Star certified (or an equivalent certification).

**A1. Material**

Material supplied must be new, unused and of current production by the manufacturer (2014 model year or later).

**A2. Spare Part Availability**

The Contractor must ensure that filters and other consumables required for the proper functioning and maintenance of the units are available for purchase by Canada for a minimum period of five (5) years from date of purchase.

**A3. Electrical Equipment**

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with Indian Electrical Code/Act.

**A4. Warranty**

The manufacturer's standard warranty of \_\_\_\_\_ (to be inserted at contract award) as administered by the Contractor or authorized agent apply to the contract.

**A5. Interchangeability**

Unless changes during the production run are authorized by Canada, all items supplied against the contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

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**ANNEX "B"**

**BASIS OF PAYMENT**

Bidders must submit firm unit prices, DDP destination, Incoterms 2000, customs duties included, and Value Added Tax (VAT) extra.

VAT must be shown as a separate item on resulting invoices, as applicable.

Item	Description	Unit of Issue	Quantity	Firm Unit Price (in INR)	SubTotal (in INR)
			<b>A</b>	<b>B</b>	<b>C = A x B</b>
001	Air Purifiers in accordance with the requirements defined in Annex "A" Requirements; Delivered to: High Commission of Canada, New Delhi, India	Each	100	INR _____	INR _____
002	<b>OPTION QUANTITY:</b> Air Purifiers in accordance with the requirements defined in Annex "A" Requirements; Delivered to: High Commission of Canada, New Delhi, India	Each	100	INR _____	INR _____
	<b>Total Evaluated Price (VAT excluded)</b>				INR _____