

INVITATION TO TENDER

Tender / Contract Form

NCC TENDER FILE #:

AL1563

<p>ADDRESS INQUIRIES TO: Allan Lapensée, Sr. Contract Officer (613) 239-5678 ext 5051 tel. allan.lapensee@ncc-ccn.ca</p>	<p>CONTRACT NO.: (NCC use only)</p>
<p>BID CLOSING DEADLINE: February 11, 2015 at 3:00pm Ottawa time</p>	
<p>RETURN ORIGINAL Submit tender on this tender / contract form and return to:</p>	<p>→ Procurement Services National Capital Commission 40 Elgin Street 3rd floor service centre Ottawa, Ontario K1P 1C7 Reference NCC tender file # AL1563 OR Send the tender/contract form AL1563 at bid fax 613-239-5012</p>
<p>DESCRIPTION OF GOODS: Supply & deliver F.O.B. Destination: Fabric Pattern: JAB Anstoetz Ladakh 1-7266-446 Fabric Content: 100% silk Fabric Width: 54 inches (137 cm) Yardage Required: 350 yds (319 meters)</p>	<p>DELIVERY LOCATION: F.O.B. Destination: 700 Industrial avenue Bay 9 Ottawa, Ontario</p>

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AL1563**I. OFFER**

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply & deliver the goods/services in accordance with the specification, terms and conditions, and, deliver the goods **for the all inclusive lump sum and/or unit price(s) as set out in section III herein.**

II. GENERAL AGREEMENT The Contractor agrees:

1. to deliver the goods no later than March 31st, 2015.
2. that this Offer and Agreement, together with the Specification, the Instructions to Bidders, the General Conditions on Goods Contracts and any and all attachments and addenda issued thereto, 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 and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.
4. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.

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III. The Contractor agrees that the following is(are) the all inclusive lump sum and/or unit price(s) referred to in Clause I:

All Inclusive lump sum price for the fabric: Fabric Pattern: JAB Anstoetz Ladakh 1-7266-446 Fabric Content: 100% silk Fabric Width: 54 inches (137 cm) Yardage Required: 350 yds (319 meters)	\$
Delivery FOB Destination:	\$
SUB-TOTAL	\$
13% OHST	\$
TOTAL	\$

Basis of award will be the bidder who meets all of the mandatory requirements, 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.

IV. INVOICING

- The Contractor will have the right to receive payments within 30 days after the technical representative has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has delivered the said goods/services and has observed the terms of the contract.
- The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder must complete in its entirety the T1204 tax form before awarded a contract.
- All invoices are to make reference to the **Commission Contract Number xxxxxx (6 digit number on page 1 once a contract is executed between the Contractor and the Commission)** and be forwarded in triplicate to:
 - Accounts Payable
 - National Capital Commission
 - 3rd floor
 - 40 Elgin Street
 - Ottawa, Ontario
 - K1P 1C7
 or forward one invoice in Adobe (.pdf) format by email at payables@ncc-ccn.ca .
- To ensure prompt payment, please prepare your invoice in accordance with the price(s) quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the contract number.

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V. Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer as early as possible within the solicitation period. Enquiries should be received no later than five (5) business 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. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.

VI. ADDENDUM ACKNOWLEDGEMENT

I/We acknowledge receipt of the following addenda _____ (Bidder to enter number of addenda issued, if any) and have included for the requirement of it/them in my/our tendered price.

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).

Name and address of Contractor : Tel-Tél: Fax-Télécopieur:	Signature(s)
	Title:
	Date:
	Witness(s)
	Date:

Accepted & executed on behalf of the Commission this _____ day of _____, 2015 in the presence of

COMMISSION USE ONLY NCC SIGNATURE ONLY	TITLE	WITNESS(S)

GOODS CONTRACTS Instructions to Tenderers

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.

SPECIFICATION

Fabric Pattern Required: JAB Anstoetz Ladakh 1-7266-446

Fabric Content: 100% silk

Fabric Width: 54 inches (137 cm)

Yardage Required: 350 yards (319 meters)

Delivery Deadline: March 31st 2015 is the deadline requested for the completion of the milling and the delivery of the fabric to the NCC's warehouse, FOB Destination at 700 Industrial Bay 9, Ottawa, Ontario.

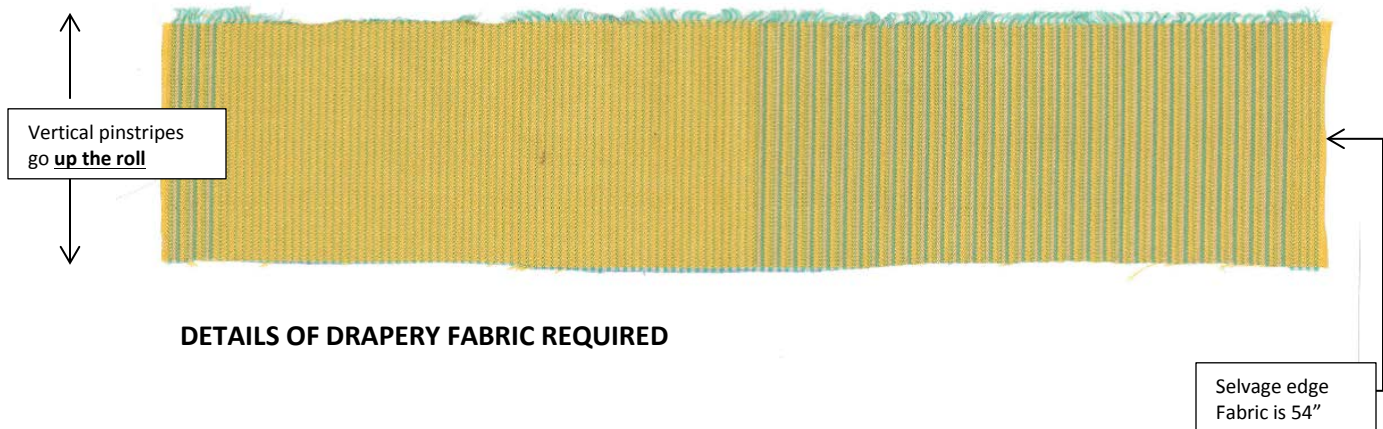
NCC Contacts for this project after contract award:

Heather Williamson, Interior Services Support Officer 613-239-5678 Extension 4035

Ann Malone Bianconi, Manager of Interior Design and Crown Collection 613-239-5678 Extension 4012

Note: Upon award of contract, an actual sample of the exact fabric required will be provided to the supplier by the NCC to ensure the following:

1. The supplier must ensure that the new fabric provided to the NCC has vertical pinstripes running up the bolt with vertical pinstripes parallel to the selvage edge ensuring fabric is appropriate for drapery panels 50 feet in length.
2. The supplier must guarantee that the pattern and colour of fabric they provide to the NCC must match the actual sample provided by the NCC as closely as possible with less than a 5 percent variance of colour (or industry standard).
3. The supplier must guarantee that the weight of the new fabric matches that of the actual sample provided to the supplier by the NCC.
4. The supplier must provide in writing a declaration that they do not employ children in their place of business.



GENERAL TERMS & CONDITIONS GOODS

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.

GENERAL TERMS & CONDITIONS
GOODS

- 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.
 - 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 No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

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

**SUPPLIER – DIRECT PAYMENT AND TAX INFORMATION FORM
FOURNISSEUR – FORMULAIRE DE PAIEMENT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'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, 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 <input type="checkbox"/>	Business No. (BN) / N° de l'entreprise (NE)	
GST/HST / TPS et TVH		QST / TVQ (Québec)		
Number / Numéro : <input type="checkbox"/>		Number / Numéro : <input type="checkbox"/>		
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 / 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' – 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.	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.		
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.	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 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: Sylvie Monette, Accounts Payable and Receivable – (613) 239-5678 ext. 5156 or sylvie.monette@ncc-ccn.ca

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, safe and timesaving way to receive your invoice payment. Direct payment is completely confidential.

There are fewer risks 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 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 : Sylvie Monette, Comptes payable et recevable – (613) 239-5678 poste 5156 ou sylvie.monette@ncc-ccn.ca

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 et sécuritaire, 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.