



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./ 11 rue, Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**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

Title - Sujet MOBILE X-RAY DGTL RADIOGRAPHY UNITS	
Solicitation No. - N° de l'invitation H3601-151251/B	Date 2015-12-07
Client Reference No. - N° de référence du client H3601-151251	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-940-68563	
File No. - N° de dossier pv940.H3601-151251	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-01-18	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hooper, Marlyn	Buyer Id - Id de l'acheteur pv940
Telephone No. - N° de téléphone (819) 956-2702 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF HEALTH 1547 MERIVALE RD NEPEAN Ontario K1A0L3 Canada	

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

Scientific, Medical and Photographic Division / Division de l'équipement scientifique, des produits photographiques et pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

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

Solicitation No. - N° de l'invitation
H3601-161251/B
Client Ref. No. - N° de réf. du client
H3601-151251

Amd. No. - N° de la modif.
File No. - N° du dossier
pv940.H3601-151251

Buyer ID - Id de l'acheteur
pv940
CCC No./N° CCC - FMS No/N° VME

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The requirement is detailed under the "Annex A".

1.2.1 Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase up to an additional five (5) units under the same terms and conditions and at the prices 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.

1.3 Set-aside Under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the Supply Manual.

This procurement is subject to a preference for Aboriginal Business.

1.4 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.

1.5 Trade Agreements

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

PART 2 - BIDDER INSTRUCTIONS

2.1 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 Service and Procurement 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 (2015-07-03) 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

2.1.1 SACC Manual Clauses

B1000T Condition of Material 2014-06-26

2.2 Submission of Bids

Bids must be submitted only to Public Service and Procurement Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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(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.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (two (2) copies)
Section II: Financial Bid (one (1) copy)
Section III: Certifications (one (1) 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 printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

The following applies to the Requirement and bidders must provide the following information in the bid:

3.1.1 Installation, Removal and Disposal of Current Equipment

3.1.1.1 Installation

On-site installation of each unit, per site, must be provided and be carried out by a qualified service technician. All cost associated with the on-site installation (inclusive of travel and living expenses) must be included in the price.

A pre-installation discussion with the Technical Authority for the delivery of the units to the various nursing stations will be required.

The exact date and time of the installation will be mutually agreed between the Bidder and the Technical Authority.

The Bidder must provide a schedule, including the equipment delivery date, date of removal of the equipment and installation of equipment in each location.

Provide complete details of the installation and testing methods to be used

3.1.1.2 Removal and Disposal of Current Equipment

Removal and disposal of current x-ray machines and computer radiography (CR) or conventional processing equipment, one per site, which includes the decommissioning, packaging and removal of each equipment must be provided and included in the firm lot price. List of the locations where the current equipment is to be removed from is provided on Annex C attached hereto. The removed equipment is to be disposed of in an environmentally friendly manner and proof of destroyed equipment must be provided. The hard drives for the units must be sent to:

Disposal Supervisor
Ground – Room Dock 10
1275 Leeds Avenue
Ottawa. ON
K1A 0K9

Agreed: **Yes:** _____

Provide complete details of how equipment will be removed.

3.1.2 Training

Training must be provided for up to a maximum of three (3) users in the Greater Toronto Area. Training must be “train the trainer” type of session which includes comprehensive demonstration and instruction in systems operation in all aspects of equipment operation, user maintenance, troubleshooting, and how to access support services by a trained application specialist who is certified in clinic radiography. A hard copy of the training manual and any reference material, in English, must be provided for each user.

Agreed: **Yes:** _____

All costs associated with the user training (inclusive of training manuals and reference material and travel and living expenses) must be included in the quoted price. A schedule for training must also be included in the work plan.

The exact date and time of the training will be mutually agreed between the Bidder and the Technical Authority.

Bidders are to provide complete details of training (e.g. duration, scope, etc.),

3.1.3 Service

Purchase of the system must include: unlimited 24 hour technical and operational telephone support, seven days per week, 365 days per year, with a response time of two (2) hours or less by qualified service personnel and applications specialist, unlimited 24 hour remote support (via broadband connectivity, where available), and unlimited support via a fax-back document system. All costs associated with the service must be included in the price.

Agreed: **Yes:** _____

Response time support and maintenance for on-site visit must be within 72 hours of notification of non-functioning equipment, and within five (5) calendar days of equipment in need of repair, including the supply and delivery of parts and components. The service plan must be for three (3) years.

Agreed: **Yes:** _____

There must be no additional costs for service calls after 5:00 p.m. Monday to Friday, weekends or Statutory Holidays during the warranty period. If the Contractor is unable to complete the repair within five (5) calendar days of the on-site visit, notification in writing must be immediately provided to the Technical Authority with indication as to what steps will be taken to repair or replace any necessary components of the unit in order for it to be made operational as soon as possible.

Agreed: **Yes:** _____

Also, provide the following with your bid (for information purposes only):

a) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.

b) Locations of available replacement parts from consumables to major components.

c) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).

d) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

3.1.4 Product(s) Offered

The Bidder must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: _____

Model/Part Number: _____

Literature attached: Yes (_____) No (_____) _____

3.1.5 Point of Manufacture/Shipping

The Bidder must state the point of manufacture/shipping of goods:

Location: _____

Postal Code: _____

3.1.6 Delivery

While delivery must be no later than March 31, 2016 the best delivery that could be offered by the Bidder is _____.

3.1.7 Software Upgrades

The Bidder must provide all software updates and new releases to the purchaser for a period of five (5) year following the acceptance, at no additional cost.

Note: The word "updates" means all enhancements, extensions or other modifications to the software. The word "releases" means enhancements or modifications to the software or new modules or supplementary modules that function in conjunction with the software, that represent the next generation of software, and which the Contractor has decided to make available to its customers usually for an additional charge.

3.1.8 Contacts

Bidders are requested to provide the following: Information pertaining to Article 6.5.3 Contractor Representatives under Part 6, Resulting Contract Clauses.

Section II: Financial Bid

The Bidder must quote firm lot prices all inclusive of supply, installation / removal and disposal of current equipment, training and manuals, DDP (see Annex D), the total amount of applicable taxes must be shown separately. Freight charges to destination and all applicable Customs duties and Excise taxes must be included.

A firm unit price must be filled in for each of the option periods. If the bidder fails to quote a firm unit price for each of the option periods, the bidder will be considered non-compliant and no further consideration will be given.

3.2.1 Exchange Rate Fluctuation

C3011TExchange Rate Fluctuation (without protection) 2013-11-06

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

All proposals submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. If the requirement is not addressed in the Bidder's proposal, the proposal will be considered incomplete or non-responsive and will be rejected. The onus is on the Bidder to provide all the information necessary to ensure a complete and accurate assessment.

Confirm that you have read and understood by checking the: Yes _____
Factors for Evaluation

1. PRICING BASIS (MANDATORY): Prices must be firm, DDP Delivered Duty Paid.

2. ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):

a) For Items Defined by Specifications:

The bidder is requested to cross reference the mandatory technical criteria contained herein to their supporting technical documentation.

b) Provision of Supporting Technical Documentation:

Supporting technical documentation for the stores offered must be provided with the bid at time of bid closing.

Technical brochures or technical data MUST be provided to verify compliancy to the technical mandatory specifications.

Included: Yes:_____

3. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)

4. Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - (see Part 5).

5. The Bidder must provide a written proof (documentation) that the proposed Mobile X-Ray Digital Direct Radiography Units has a valid Class II Medical Device License (MDL), or a Class I Medical Device Establishment License (MDEL) granted by Health Canada.

Included: Yes:_____

6. The Bidder must provide written statement that they are ISO 13485-2003 certified, if applicable.

Included: Yes:_____

4.1.1.1 Mandatory Technical Criteria

See Annex B - Mandatory Specification for mobile X-Ray Digital Direct Radiography unit

4.1.2 Financial Evaluation

Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP (see Annex D) Incoterms® 2000, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

for bid evaluation purposes only, the total bid price will be determined by adding the cost for the firm quantity total with the cost for the optional quantities.

4.2 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 aggregate evaluated price (including the option items) will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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, 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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) 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirement

6.1.1 There is no security requirement applicable to this contract.

6.2 Requirement

6.2.1 Requirement

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

6.2.2 Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase up to an additional five (5) units under the same terms and conditions and at the prices 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 within one (1) year after contract award by sending a written notice to the Contractor.

6.2.3 Installation, Removal and Disposal of Current Equipment and Training

Installation, removal and disposal of current equipment and Training is required

The work may be done Monday through Sunday and 24 hours per day. The Contractor must contact the NIC (Nurse In Charge) at each nursing station prior to arrival to discuss their work plans prior to starting work.

The Contractor must provide a schedule, including the equipment delivery date, date of removal of the equipment and installation of equipment in each location.

6.2.3.1 Installation

On-site installation must be provided and be carried out by a qualified service technician.

A pre-installation discussion with the Technical Authority for the delivery of the units to the various nursing stations will be required.

The exact date and time of the installation will be mutually agreed between the Contractor and the Technical Authority.

6.2.3.2 Removal and Disposal of Current Equipment

Removal and disposal of current x-ray machines and computer radiography (CR) or conventional processing equipment, one per site, which includes the decommissioning, packaging and removal of each equipment must be provided and included in the firm lot price. List of the locations where the current equipment is to be removed from is provided on Annex C attached hereto. The removed equipment is to be disposed of in an environmentally friendly manner and proof of destroyed equipment must be provided. The hard drives for the units must be sent to:

Disposal Supervisor
Ground – Room Dock 10
1275 Leeds Avenue
Ottawa. ON
K1A 0K9

6.2.3.3 Training

Training must be provided for up to a maximum of three (3) users in the Greater Toronto Area. Training must be "train the trainer" type of session which includes comprehensive demonstration and instruction in systems operation in all aspects of equipment operation, user maintenance, troubleshooting, and how to access support services by a trained application specialist who is certified in clinic radiography. A hard copy of the training manual and any reference material, in English, must be provided for each user.

The exact date and time of the installation will be mutually agreed between the Contractor and the Technical Authority.

6.2.4 Service

Purchase of the system must include: unlimited 24 hour technical and operational telephone support, seven days per week, 365 days per year, with a response time of two (2) hours or less by qualified service personnel and applications specialist, unlimited 24 hour remote support (via broadband connectivity, where available), and unlimited support via a fax-back document system. All costs associated with the service must be included in the price.

Response time support and maintenance for on-site visit must be within 72 hours of notification of non-functioning equipment, and within five (5) calendar days of equipment in need of repair, including the supply and delivery of parts and components. The service plan must be for three (3) years.

There must be no additional costs for service calls after 5:00 p.m. Monday to Friday, weekends or Statutory Holidays during the warranty period. If the Contractor is unable to complete the repair within five (5) calendar days of the on-site visit, notification in writing must be immediately provided to the Technical Authority with indication as to what steps will be taken to repair or replace any necessary components of the unit in order for it to be made operational as soon as possible.

6.2.5 Manuals

Manuals are considered as part of the equipment. One (1) hard copy of the technical manuals which must include, but are not limited to the following, must be included.

1. A complete set of service instructions identical to those made available to the Contractor's own service representatives (OEM);
2. Operator instruction manual;
3. Instructions concerning any safety procedures and additional precautions that are necessary because of the unique features of the equipment;
4. Maintenance instructions necessary to keep the equipment in compliance with all regulations.

One (1) electronic copy, in PDF, in English must also be provided to the Technical Authority.

Agreed: **Yes:** _____

6.2.6 Software Upgrades

The contractor must provide all software updates and new releases to the purchaser for a period of five (5) year following the acceptance, at no additional cost.

6.2.7 Design and Manufacturing Certifications

Upon installation, the Contractor is responsible for ensuring that:

1. The units and related equipment must be installed in accordance with the manufacturers recommended procedures, configured (including software), fully functional and with operational compliance for testing and certification by the HC/FNIHB Technical Authority within sixty (60) calendar days.
2. Anatomical programming, if available, and technical parameters must be set up and tested specific to examinations performed at the sites: chest and upper and lower extremities for both adults and children aged (2) and older.
3. All equipment must pass inspection for safety, performance and be deemed compliant with manufacturers specifications prior to clinical use. Such compliance testing is the responsibility of the Contractor. In all instances where published standards or specifications are not available the acceptance criterion shall be demonstrated, in Health Canada's opinion, of good engineering practice and equipment performance.
4. The Contractor must be able to demonstrate to the designated Technical Authority or external representative(s) selected by the HC/FNIHB Technical Authority that the Mobile X-Ray Digital Direct Radiography unit is operational per the project requirements upon immediate completion of installation.

Agreed: **Yes:** _____

System Verification:

- i. Verification will be required that the delivered system corresponds to what was ordered by means of an itemized checklist (packing slip) and demonstrated to the HC/FNIHB Technical Authority.
- ii. Specific verification of the following is required:
 - a. Ensure full interconnection and interoperability with the regional PACS system;
 - b. Verification of the system mechanical integrity and stability, including safety mechanisms, power drives and interlocks;
 - c. Verification of electrical installation, including electrical safety and power line fluctuation;
 - d. Verification of imaging performance;
 - e. Verification of testing as required by manufacturer(s) guidelines prior to use;
 - f. Calibration and testing of all components.
 - g. The acceptance criteria to verify compliance must meet or exceed Safety Code 35: Section C 2.1 Table 10 and comply with Federal and Provincial regulations. A written report must be submitted and included all verifications of tasks performed as outlined above, including the inventory verification record, prior to clinical use of equipment.
 - h. Upon successful completion of all compliance steps described herein, a detailed written report is to be provided to HC/FNIHB Technical Authority within seven (7) calendar days of completion of installation, reporting on the following:
- iii. Equipment calibration, tested and operating optimally; and
- iv. Operator manuals and repair manuals available on site for all components.

Agreed: **Yes:** _____

6.2.8 Meeting

The Contractor must attend meetings at a time and location of the choosing of the Technical Authority or designate for the purpose of the project management. Where possible, efforts will be made to identify time and locations that are mutually agreeable. In the event where agreement is not possible, the decision of the HC/FNIHB Technical Authority or designate is final. It is anticipated that a minimum of three (3) meetings may be required between representatives of the Contractor and representatives of HC.

Agreed: _____ **Yes:** _____

6.3 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 Service and Procurement Canada.

6.3.1 General Conditions

2010A (2015-09-03) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Subsection 9 of 2010A (2014-09-25) General Conditions - Goods or Services, is amended as follows:

Delete: Subsection 9 in his entirety.

Insert: " The Work is subject to inspection and acceptance by Canada. Despite prior acceptance of the Work and without restricting any conditions or warranty imposed by law, the Contractor, if requested by the Minister to do so, must replace, repair or correct at its option and its own expense any Work which becomes defective or which fails to conform to the Contract requirements, where applicable. For goods, the on-site warranty period will be three (3) years after delivery and acceptance or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer. The on-site warranty covers parts, labor and all related expenses. Any Work replaced, repaired or corrected pursuant to this section is subject to all provisions of the contract to the same extent as Work initially performed."

The 2010A (2015-09-03), General Conditions - Goods (Medium Complexity) is appended with Section 31 - Intellectual Property Infringement and Royalties, as follows:

- 1) 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.
- 2) 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.

- 3) The Contractor has no obligation regarding claims that were only made because:
- (a) 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
 - (b) 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
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) 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.
- 4) 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:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) 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
 - (c) 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.

6.3.2 Supplemental General Conditions

4003 (2010-08-16) Licensed Software, and
4004 (2013-04-25) Maintenance and Support Services for Licensed Software,

apply to and form part of the Contract.

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6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before _____ **(to be filled in only at contract award)**.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marlyn Hooper
Public Service and Procurement Canada
Acquisitions Branch
Commercial Consumer Products Directorate
11 Laurier Street, 6A2, Phase III
Place du Portage, Gatineau, Quebec, K1A 0S5

Telephone: (613) 219-8478
Facsimile: (819) 956-3814
E-mail address: marlyn.hooper@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.

6.5.2 Technical Authority **(to be filled in only at contract award)**

The Technical Authority for the Contract is:

Name: _____
Telephone: () _____
Facsimile: () _____
E-mail address: _____

The Technical Authority named above 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 Technical Authority, however the Technical 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.

6.5.3 Contractor's Representative **(fill in)**

The telephone number of the person responsible for:

General enquiries

Name: _____
Telephone No. _____
Facsimile No. _____

Delivery Follow-up

Name: _____
Telephone No. _____
Facsimile No. _____

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E-mail address: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot prices, as specified in Annex A for a cost of \$_____ **(to be filled in only at contract award)**. 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.

6.6.2 SACC Manual Clauses

C2000C	Taxes - Foreign-Based Contractor	2007-11-30
C2605C	Canadian Customs Duty and Sales Tax	2008-05-12
H1001C	Multiple Payment	2008-05-12

6.7 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.
 - (c) one (1) copy must be forwarded to the consignee.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada

(ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

6.10 Priority of Documents

If there is a discrepancy between the wordings 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 supplemental general conditions 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (d) 2010A (2015-07-03) General Conditions - Goods (Medium Complexity);
- (e) Annex A, Requirement / Basis of Payment;
- (f) Annex B, Mandatory Specification for mobile X-Ray Digital Direct Radiography unit;
- (g) Annex C, List of Current Equipment;
- (h) Annex D, Delivery Locations;
- (i) Annex E, Map of Ontario Region;
- (j) the Contractor's bid dated _____ (*insert date of bid*)

6.11 SACC Manual clause

B1501C	Electrical Equipment	2006-06-16
A9068C	Government Site Regulations	2010-01-11
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
G1005C	Insurance	2008-05-12

6.12 Shipping Instructions

6.12.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) see Annex D Incoterms 2000 for shipments from a commercial contractor.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

ANNEX A

REQUIREMENT / BASIS OF PAYMENT

Health Canada - First Nations & Inuit Health Branch (HC/FNIHB) Ontario Region has a requirement for the supply and installation including the removal, decommissioning and disposal of current equipment at each locations (identify at Annex D) for eight (8) Mobile X-ray Digital Direct Radiography Units with user training for up to three (3) people. This requirement include an option to purchase up to five (5) additional units for one (1) year after contract award.

Complete detailed specifications are identified in Annex B.
The delivery is mandatory by March 31, 2015.

Original Requirement

Item	Description	Qty	Firm Unit Price
1	Mobile X-ray Digital Direct Radiography Units in accordance with the mandatory specifications detailed at Annex B Includes: Installation including removal, decommissioning and disposal of current equipment at each locations (identify at Annex D), training for up to three (3) people and manuals	8	\$
2	Service Agreement Three (3) years' service agreement for each locations (identify at Annex D)	8	

Optional Requirement

Item	Description	Qty	Firm Unit Price
1	Mobile X-ray Digital Direct Radiography Units in accordance with the mandatory specifications detailed at Annex B Includes: Installation including removal, decommissioning and disposal of current equipment at each locations, training for up to three (3) people and manuals	8	\$
2	Service Agreement Three (3) years' service agreement for each locations	8	

ANNEX B

Mandatory Specifications for Mobile - X-ray Digital Direct Radiography Units

First Nations & Inuit Health Branch of Health Canada provides primary patient care services at seventeen (17) nursing stations in rural Ontario serving populations of several hundred up to 6,000 residents. Most locations are only accessible by air, water or winter road. A Map of Ontario Region is attached as Annex C.

Services are provided by physicians, nurse practitioners, degree and diploma nurses, and other health care workers in various support roles. X-ray equipment is operated by Basic Radiological Technicians (BRTs) who are First Nations community members who have met the requirements for limited practice in their community through the Basic Radiological Technicians Program run through Oshki Pimache O Win Educational Institute based in Thunder Bay Ontario.

The current radiographic practice in N.W. Ontario nursing stations is a mix of conventional non-digital radiography using either automatic processing, or manual wet tanks processing and Computed Radiography. Most x-ray equipment is mobile, with one or two fixed installations. The conventional x-rays are transported by plane to the radiologist for interpretation, whereas the digital images from the CR systems are transmitted by the regional PACS system.

The key objective is to deploy DR equipment to a number of sites to replace existing systems, in order to produce a digital image that can be transported via the existing PACS system or other method i.e. CD.

Vendors must cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

Mandatory Spec #	Mandatory Specifications	Reference in Contractors Proposal
1.0	The Mobile X-Ray Digital Direct Radiography units must be compatible with existing RIS and PACS systems already deployed by First Nations and Inuit Health Branch (FNIHB) - Ontario Region as well Regional Health Authorities in the Province of Ontario	
2.0	All equipment and software must meet current Digital Imaging and Communications 3.0 (DICOM) and Health Level Seven (HL-7) industry compliance standards.	
3.0	The Mobile X-Ray Digital Direct Radiography units must use TCP/IP over Ethernet (Transmission Control Protocol - TCP and Internet Protocol IP).	
4.0	The Mobile X-Ray Digital Direct Radiography units must have a minimum capability of 15kW output power or higher	
5.0	The Mobile X-Ray Digital Direct Radiography units must have inherent and/or independent workstation with post-processing algorithm capabilities and local image storage capability	
6.0	The Mobile X-Ray Digital Direct Radiography units must be mains dependent; battery power; or both	

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7.0	The Mobile X-Ray Digital Direct Radiography units must have a wired or wireless full field flat panel detector, capable of 43 x 34 cm field size	
8.0	The Mobile X-Ray Digital Direct Radiography units must have a seamless integration into the existing Regional PACS infrastructure	
9.0	The Mobile X-Ray Digital Direct Radiography units must be versatile multipurpose x-ray tube	
10	The Mobile X-Ray Digital Direct Radiography units must be capable of electronic transmission of images into a present or future RIS/PACS system.	
11	The Mobile X-Ray Digital Direct Radiography units must allow for storage of images and patient information on physical media (e.g. DVD, CD) for sending of images to locations not connected to Health Canada's RIS/PACS system.	

Annex C

List of Current Equipment

Location	X-Ray Unit	Developer/Computed Radiography (CR)
Round Lake	Make: General Electric Model: 46-27054 GI Serial N°: 7801KOP Year of Purchase: 1997 Barcode:N/A AMR:1005892	Developer: Konica Model: SRX-101A Serial N°: 105214681 Barcode: ON053243 AMR:1011183
Bearskin Lake	Make: Picker International Serial N°: A14365-04 Year of Purchase: 1985 Barcode: ON047223 AMR:1000413	Make: Tank Solution Stainless Steel, no developer Barcode:N/A AMR: N/A
Deer Lake	Make: General Electric Model: AMX-4 270954G2 Serial N° : 19590011 249 Year of Purchase: 1997 Barcode:77845 AMR:1008362	Make: Philips Model: PCR Compano Serial N°: 46629344B Barcode: N/A AMR:N/A
Webequie	Make: GE Medical Systems Model: AMX4XFMR Serial N°: 270954G1 Year of Manufacture: 1999 Barcode: AMR:	Make: Tank Solution Stainless Steel, no developer Barcode:N/A AMR:N/A
Big Trout Lake	Make: Picker Year of Purchase: 1999 Barcode:N/A AMR:1017989	Make: Philips Model: PCR Compano Serial N°: 46629341B Barcode:N/A AMR:N/A
New Osnaburgh (Mishkeegogamang)	Make: General Electric Model: AMX 216 9360-7 Serial N°: 539254WK3 Year of Purchase: 1998 Barcode:ON044081 AMR:1000396	Make: Tank Solution Stainless Steel, no developer Barcode:N/A AMR:N/A
Kasibonika Lake	Make: General Electric Model: AMX 4P 807535 Year of Purchase: 2008 Barcode:77842 AMR:1008361	Make: Konica Model # SRX-101A Barcode:N/A AMR:N/A
Fort Hope	Make: GE Medical System Model: AMX 4X FMR 270 954 Serial N°: 12336 Year of Purchase: 1997 Barcode:ON046718 AMR:1000394	Make: Konica Model: SRX 101A Serial N°: 105236067 Barcode:N/A AMR:N/A

Annex D

Delivery Locations

Location	Address	Phone #
Round Lake	Sena Memorial Nursing Station General Delivery c/o Weagamow Lake ROUND LAKE, ON POV 2YO	807-469-5211
Bearskin Lake	Bearskin Lake Nursing Station Bearskin Lake First Nation First Nations and Inuit Health Branch P.O. Box 56 BEARSKIN LAKE, ON POV 1EO	807-363-258
Deer Lake	Jeannette/Oscar Lindokken Nursing Station First Nations and Inuit Health Branch P.O. Box 10 DEER LAKE, ON POV 1NO	807-775-2054
Webequie	Webequie Nursing Station First Nations and Inuit Health Branch P.O. Box 90 WEBEQUIE, ON POT 3AO	807-353-7241
Big Trout Lake	Big Trout Lake Nursing Station First Nations and Inuit Health Branch Post Island BIG TROUT LAKE, ON POV 1GO	807-537-2262
New Osnaburgh (Mishkeegogamang)	Mishkeegogamang Nursing Station Medical Service Branch General Delivery, P.O. Box 1500 NEW OSNABURGH, ON POV 2HO	807-928-2298
Kasibonika Lake	Emily Anderson Memorial Nursing Station First Nations and Inuit Health Branch General Delivery Kasabonika Lake via PICKLE LAKE, ON POV 1YO	807-535-1189
Fort Hope	Kevin C. Sagutcheway Nursing Station (Fort Hope Nursing Station) P.O. Box 70 EABAMET LAKE, ON POT 1LO	807-242-7401

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Annex E

Map of Ontario Region

**ANNEX "F" to PART 5 - BID SOLICITATION (insert if applicable)
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: _____(YYYY/MM/DD) **(If left blank, the date will be deemed to be the bid solicitation closing date.)**

COMPLETE BOTH A AND B.

A. Check only one of the following:

- A1 The Bidder certifies having no work force in Canada.
- A2 The Bidder certifies being a public sector employer.
- A3 The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4 The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1 The Bidder is not a Joint Venture.

OR

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- () B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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ANNEX G

**COMPLETE LIST OF DIRECTORS
(As per Standard Instructions, Clauses and Conditions Part 2)**

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____