



**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**

<b>Title - Sujet</b> AUTOMAT. FRACTIONAL DISTILL. SYSTEM	
<b>Solicitation No. - N° de l'invitation</b> 31184-150294/A	<b>Date</b> 2016-01-26
<b>Client Reference No. - N° de référence du client</b> 31184-150294	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$SPV-950-68930	
<b>File No. - N° de dossier</b> pv950.31184-150294	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-03-07</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Mirza, Bushra	<b>Buyer Id - Id de l'acheteur</b> pv950
<b>Telephone No. - N° de téléphone</b> (873) 469-3186 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> NATIONAL RESEARCH COUNCIL CANADA CENTRAL SHIPPING & RECEIVING 100 SUSSEX DRIVE OTTAWA Ontario K1A0R6 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

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

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

### 1.2 Requirement

The requirement is detailed under **Article 6.2** of the resulting contract clauses.

#### 1.2.1 Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase additional component items (See Annex B) 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 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

## PART 2 - BIDDER INSTRUCTIONS

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (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: 60 days  
Insert: 90 days

### 2.1 SACC Manual Clauses

B1000T

Condition of Material

2014-06-26

## 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) 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 (one (1) copy)  
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

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Policy on Green Procurement (<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 where applicable:

#### 3.1.1 Installation

On-site installation must be provided and be carried out by a qualified service technician. All costs associated with the on-site installation must be included in the price.

All work must be performed during normal business hours.

State your best installation schedule. Installation will be carried out within \_\_\_\_\_ calendar days of delivery and be completed within \_\_\_\_\_ calendar days.

#### 3.1.2 Training

On-site user training must be provided for up to 5 users. All costs associated with the on-site training must be included in the price.

On-site training will be completed within 3 calendar days of installation.

**Agreed:** Yes \_\_\_\_\_

Provide complete details of training e.g. duration, scope, etc.,

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#### 3.1.3 Service

The system must include: technical support; technical phone support; support via the Internet and on-site support and support via a faxback document system. Service cost must be included in the price.

Response for service must be within 24 hours or less and on-site repairs initiated within 10 business days and completed within 2 working days.

**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 Products 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 31<sup>st</sup> March, 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 2 years following the acceptance.

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.

Agreed: Yes \_\_\_\_\_

### 3.1.8 Contacts

Bidders are requested to provide the following: Information pertaining to **Article 6.5.5** Contractor Representatives under Part 6, Resulting Contract Clauses.

## Section II: Financial Bid

The bidder must quote a firm lot price all inclusive of supply, service, software and manuals, DDU (Ottawa, Ontario), the total amount of applicable taxes must be shown separately. Freight charges to destination must be included and all applicable Customs duties and Excise taxes must be extra.

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

### 3.2.1 Exchange Rate Fluctuation

**C3011T                      Exchange Rate Fluctuation                      2013-11-06**

## 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:                      Yes \_\_\_\_\_**

### Factors for Evaluation

1. PRICING BASIS (MANDATORY): Prices must be firm, DDU Delivered Duty Unpaid.
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 be authorized to perform work in the Province of Ontario.

**Complied:** Yes \_\_\_\_\_

6. The Bidder must provide proof of certification of CSA or ULC standard (photocopy of certificate will suffice)

**Complied:** Yes \_\_\_\_\_

**4.1.1.1 Mandatory Technical Criteria**

See Annex B – Mandatory specifications for an Automated Fractional Distillation System

**4.1.2 Financial Evaluation**

**Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDU (Ottawa, Ontario) Incoterms® 2000, Canadian customs duties and excise taxes excluded. 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**

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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 (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), 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](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.

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## 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 Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Requirement

6.2.1 The Contractor must provide the items detailed under the "Requirement" at Annex A – Requirement / Basis of Payment.

### 6.2.2 Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase extra components to the automated fractional distillation system 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 12 months after contract award by sending a written notice to the Contractor.

### 6.2.3 Manuals

Manuals for calibration, operation, maintenance and troubleshooting for complete system in English (2 copies in pdf) and in hardcopy if available, as well as spare parts list in electronic format, at the time of installation to the Technical Authority.

Agreed \_\_\_\_\_ Yes \_\_\_\_\_

### 6.2.4 Software Upgrades

The contractor must provide all software updates and new releases to the purchaser for a period of two (2) years following the acceptance, at no additional cost.

Agreed \_\_\_\_\_ Yes \_\_\_\_\_

### 6.2.5 Service

The system must include: technical support; technical phone support; support via the Internet and on-site support and support via a fax-back document system.

Response for service must be within 24 hours or less and on-site repairs initiated within \_5\_ business days and completed within \_10\_ working days.

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 Works and Government Services Canada.

### 6.3.1 General Conditions

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

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

4001 (2010-08-16)	Hardware Purchase, Lease and Maintenance
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.

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received on or \_\_\_\_\_. (to be filled in only at contract award).

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bushra Mirza  
Title: Contracting Officer  
Public Works and Government Services Canada  
Acquisitions Branch

Directorate: Commercial Consumer Products Directorate  
Address: 11 Laurier Street, 6A2, Phase III  
Place du Portage, Gatineau, Québec, K1A 0S5

Telephone: (873) 469-3186  
Facsimile: (819) 956 3814  
E-mail address: bushra.mirza@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 NRC Technical Authority (to be filled in only at contract award)

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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 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.

**6.5.3 NRC Procurement Authority (to be filled in only at contract award)**

The NRC Procurement Authority

Name: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The NRC Procurement Authority is responsible for the NRC contract management and for the authorization of all work against this contract.

**6.5.4 Accounts Payable Contact:**

Name: Janis Bigras  
Telephone: 613-993-1158  
E-mail address: Janis.bigras@cnrc-nrc.gc.ca

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

The telephone number of the person responsible for:

General enquiries

Delivery Follow-up

Name: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

Name: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 Payment**

**6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in Annex A – Requirement / Basis of Payment for a cost of \$\_\_\_\_\_ (to be filled in only at contract award). Customs duties are excluded and Applicable Taxes are extra.

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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
H1000C	Single 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) Invoices and order confirmations can be sent via e-mail to:  
  
frontdeskm-22@nrc.gc.ca
  - (d) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

#### 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.

#### 6.9 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

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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:
  - 4001 (2010-08-16) Hardware Purchase, Lease and Maintenance
  - 4003 (2010-08-16) Licensed Software
  - 4004 (2013-04-25) Maintenance and Support Services for Licensed Software
- (c) 2010A (2015-09-03) General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement / Basis of Payment;
- (e) Annex B, Mandatory specifications for an Automated Fractional Distillation System
- (f) the Contractor's bid dated \_\_\_\_\_ (insert date of bid)

#### 6.11 SACC Manual clause

A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A9068C	Government Site Regulations	2010-01-11
B1501C	Electrical Equipment	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:  
  
Delivery Duty Unpaid (DDU) (Ottawa, Ontario) Incoterms 2000 or 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**

National Research Council Canada has a requirement for 1 Automated Fractional Distillation Unit, with an option to purchase new component items within 12 months from contract award, in accordance with the mandatory specifications detailed in Annex B for delivery to Ottawa, Ontario. The requirement includes the installation, training, licensed software, hardware, maintenance and support services and documentation.

Item	Description	Unit of Issue	Qty to destination	Firm Unit Price DDU (Ottawa, Ontario)
1	Automated Fractional Distillation Unit in accordance with the specifications in Annex B	LOT	1	\$ _____

**Optional Component Item 2**

Item	Description	Unit of Issue	Qty to destination	Firm Unit Price DDU (Ottawa, Ontario)
2	Quench coil, within the dirty solvent vessel	EA	1	\$ _____

**Optional Component Item 3**

Item	Description	Unit of Issue	Qty to destination	Firm Unit Price DDU (Ottawa, Ontario)
3	Vacuum assisted feature with: pump, parts and all controls provided and capable of an ultimate pressure of less than 10 mmHg, with automatic control of pressure (vacuum) and fully automatic operation of distillation process	EA	1	\$ _____

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#### Optional Component Item 4

Item	Description	Unit of Issue	Qty to destination	Firm Unit Price DDU (Ottawa, Ontario)
4	Air cooled chiller: suitable for the system to operate without any other cooling source	EA	1	\$ _____

#### Optional Component Item 5

Item	Description	Unit of Issue	Qty to destination	Firm Unit Price DDU (Ottawa, Ontario)
5	Column viewing window	EA	1	\$ _____

#### Optional Component Item 6

Item	Description	Unit of Issue	Qty to destination	Firm Unit Price DDU (Ottawa, Ontario)
6	Computer control and data logging: Computer which controls the process of the distillation and record relevant data, such as temperature at 1 or more location, time etc.	EA	1	\$ _____

## ANNEX B

### MANDATORY SPECIFICATIONS FOR AN AUTOMATED FRACTIONAL DISTILLATION SYSTEM

Chemistry laboratories use a variety of solvents. Some processes used in the laboratory make use of several tens of liters of solvents every week. At the moment the used solvent is disposed through the hazardous waste program. Recycling solvents mixtures requires achieving a separation, i.e. purity, suitable for the chemical processes used in the laboratories not always possible with a simple distillation. In order to reduce its operational cost and environmental footprint the NRC requires an automated fractional distillation system to purify and reuse a portion of the solvents it uses in its Ottawa laboratories.

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

NO.	MANDATORY SPECIFICATIONS	REFERENCE IN CONTRACTORS PROPOSAL
1.0	<b>The System:</b>	
1.1	Must be automatically controlled over the complete distillation process	
1.2	Must include a fractional distillation column, with a minimum of 15 theoretical plates	
1.3	Must include materials parts all of stainless steel, no glass; other wetted parts to be PTFE, for compatibility with a range of common laboratory solvents including but not limited to water, alcohols, acetone, alkanes, toluene	
1.4	Must be guaranteed safe to operate with flammable solvents	
1.5	Must have active temperature control range from 0 to 200 degrees Celsius	
1.6	Must have a dirty solvent vessel with a capacity of 70-100 liters	
1.7	Must include a dirty solvent vessel in the bottom drain	
1.8	Must include a bag holder and PTFE bag in the bottom vessel, where the dirty solvent collects	
1.8.1	Must include holder and 10 collection bags	

<b>1.9</b>	Must include a bottom vessel for the dirty solvent, which can be easily disconnected from column without the need to disassemble the rest of the column assembly	
<b>1.10</b>	Must include a heat source for the distillation	
<b>1.11</b>	Must include a solvent collection system that permits the collection of solvents a minimum of 2 different tanks at different temperatures	
<b>1.12</b>	Must have a throughput of 5 liters/hr or more @ 2:1 reflux ratio	
<b>1.13</b>	Must include a safety design/device to prevent pressure buildup	
<b>1.14</b>	Physical dimensions of the distillation system must not exceed 120" height x 52" wide x 48" deep	
<b>1.15</b>	Must include an overhead mechanical stirrer	
<b>1.16</b>	Must include a fill port of 1 ½" NPT	
<b>1.17</b>	Must include a liquid level port of 1 ½" NPT	
<b>1.18</b>	Must be electrically certified for use in Canada CSA or equivalent	
<b>1.19</b>	Must include all power cords, tubing and fittings	

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### ANNEX C

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

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