



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338

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

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Western
Region
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

Title - Sujet Texture Analyzer	
Solicitation No. - N° de l'invitation 01634-180772/A	Date 2017-12-07
Client Reference No. - N° de référence du client 01634-180772	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-119-10402	
File No. - N° de dossier WPG-7-40177 (119)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-01-17	Time Zone Fuseau horaire Central Standard Time CST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Zdan, Tyler	Buyer Id - Id de l'acheteur wpg119
Telephone No. - N° de téléphone (204) 509-5743 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF AGRICULTURE AND AGRI-FOOD 101 ROUTE 100, UNIT 100 MORDEN Manitoba R6M1 Y5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 REQUIREMENT	2
1.2 DEBRIEFINGS	2
1.3 TRADE AGREEMENTS	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2 SUBMISSION OF BIDS.....	2
2.3 ENQUIRIES - BID SOLICITATION.....	2
2.4 APPLICABLE LAWS.....	3
PART 3 - BID PREPARATION INSTRUCTIONS.....	3
3.1 BID PREPARATION INSTRUCTIONS	3
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	4
4.1 EVALUATION PROCEDURES.....	4
4.2 BASIS OF SELECTION.....	4
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	5
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	5
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	5
PART 6 - RESULTING CONTRACT CLAUSES	6
6.1 SECURITY REQUIREMENTS	6
6.2 REQUIREMENT	6
6.3 STANDARD CLAUSES AND CONDITIONS.....	6
6.4 TERM OF CONTRACT	6
6.5 AUTHORITIES	6
6.6 PAYMENT	7
6.7 INVOICING INSTRUCTIONS	8
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	8
6.9 APPLICABLE LAWS.....	8
6.10 PRIORITY OF DOCUMENTS	9
6.11 SACC <i>MANUAL</i> CLAUSES.....	9
6.12 WARRANTY - MODIFICATION - GENERAL CONDITIONS 2010A.....	9
ANNEX A	10
REQUIREMENT	10
ANNEX B	12
BASIS OF PAYMENT	12
ANNEX C	13
ELECTRONIC PAYMENT INSTRUMENTS.....	13

PART 1 - GENERAL INFORMATION

1.1 Requirement

The Contractor must provide one (1) dry bean texture analyzer in accordance with the Requirement at Annex A.

1.2 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.

1.3 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

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) (<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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is

eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

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 Manitoba.

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

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 (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard 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 colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information 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

4.1.1.1 Mandatory Technical Criteria

This requirement includes mandatory technical evaluation criteria. See Annex A, Requirement.

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price 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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, **as applicable**, to be given further consideration in the procurement process.

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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

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 the Contract.

6.2 Requirement

The Contractor must provide one (1) dry bean texture analyzer in accordance with the Requirement at Annex A.

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) (<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](#) (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4001](#) (2015-04-01), Hardware;
[4003](#) (2010-08-16), Licensed Software apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 2018-03-31 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before 2018-03-29.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tyler Zdan
Title: Procurement Officer
Public Works and Government Services Canada
Procurement Services
Directorate: Western Region
Address: 100-167 Lombard Avenue, Winnipeg, MB, R3B 0T6
Telephone: (204) 509-5743
E-mail address: Tyler.Zdan@tpsgc-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 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ ____ ____
Facsimile: ____ ____ ____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
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 price, as specified in Annex A for a cost of \$ _____

(amount to be inserted 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 Single Payment

SACC Manual Clause [H1000C](#) (2008-05-12), Single Payment

6.6.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

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:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period 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 Manitoba.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4001](#) (2015-04-01), Hardware; and [4003](#) (2010-08-16), Licensed Software;
- (c) the general conditions [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) the Contractor's bid dated _____.

6.11 SACC Manual Clauses

SACC Manual Clause [B7500C](#) (2006-06-16), Excess Goods

6.12 Warranty - Modification - General Conditions 2010A

Section 09 entitled Warranty of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

ANNEX A

REQUIREMENT

Background	Agriculture and Agri-Food Canada (AAFC) has a requirement for the supply, delivery, and installation of one (1) dry bean texture analyzer. This must be delivered to the AAFC Morden Research Centre in Morden, MB.
Requirement	One (1) dry bean texture analyzer. See mandatory specifications below.
Option Periods/Optional Goods	N/A
Delivery Time/ Location	Delivery and installation at AAFC Morden Research Centre, 101 Route 100, Morden, MB no later than March 29, 2018.

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.

- Bidders must show compliance by addressing each performance specification in the Compliance Matrix, by indicating whether the product offered meets ("Yes") or doesn't meet ("No") the specification.
- Bidders are requested to indicate how their bid meets each performance specification by recording this information under the Cross-Reference column in the Compliance Matrix. If not applicable, Bidders may leave this column blank.
- It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification. It is the Bidder's responsibility to ensure that the submitted supporting documentation provides sufficient detail to demonstrate that the proposed product(s) and/or service(s) meets the mandatory requirements of the specification. If published supporting technical document is not available, the Bidder should prepare a written narrative demonstrating compliance with the specification. If not applicable, Bidders may leave this column blank.
- If Canada requests additional supporting documentation for any of the mandatory Specifications, or if documentation requested in the Matrix below has not been provided upon bid closing, the Contracting Authority will notify the Bidder that such supporting documentation must be provided. The Bidder must supply this documentation within two (2) business days of the notification. Failure to comply with this request, or any other request for supporting documentation, within the specified time period, will render the bid non-responsive. Non-responsive bids will not be given any further consideration.
- Should the Bidders have any concerns or questions in regards to the performance specifications, they must address these in writing to the Contracting Authority. This must be completed before bid closing the deadlines for such communications are outlined within the Bid Preparation Instructions section of the solicitation document.
- Failure to meet any of the mandatory performance specifications will result in the bid being deemed non-responsive. Non-responsive bids will not be given any further consideration.

Compliance Matrix - Minimum Mandatory Criteria

Line Item #	Evaluation Criteria	Criteria Met/ Item Provided? MET (Y/N) (Completed by Vendor)	Vendor should indicate where specification can be found in supporting documentation, if applicable Cross-Reference, if Applicable (Completed by Vendor)	Rationale (Completed by Evaluator)
Mandatory Specification 1	The texture analyser must be delivered to and installed at the AAFC - Morden Research Centre, 101 Route 100, Morden, MB on or before 4:00 PM on March 29th, 2018.			
Mandatory Specification 2	The texture analyser must be a current model-year instrument and must be new. It must not be used, refurbished or repurposed in any fashion.			
Mandatory Specification 3	The instrument must be compatible with a 120V North American electrical system without the need for adapters or modification.			
Mandatory Specification 4	The instrument must meet the following force range: ~2500 N (~250 kgf), with a force resolution of no greater than 0.015% of the load cell.			
Mandatory Specification 5	The crosshead travel range must be no less than 300 mm (11.8 inches).			
Mandatory Specification 6	The instrument must meet a testing speed range of 1-1,000 mm/min. Ranges that are lower than the 1 mm/min, or greater than the 1,000 mm/min are acceptable.			

Solicitation No. - N° de l'invitation
01634-180772
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
01634-180772

Buyer ID - Id de l'acheteur
wpg119
CCC No./N° CCC - FMS No./N° VME

Mandatory Specification 7	Must include software with the following features: record, measure and analyze texture-related parameters such as hardness, firmness, compression, shear strength, relaxation, plasticity, spreadability and consistency.			
Mandatory Specification 8	Instrument must include a digital control interface and must be compatible with Windows 7 or Windows 10 PCs OR the instrument must include a touch-screen display with real-time graphic display of test results.			
Mandatory Specification 9	Load cells and heavy-duty platform must be no less than 250 N.			
Mandatory Specification 10	Must include a 50 mm diameter platen.			
Mandatory Specification 11	The puncture probes must measure no less than 2 mm.			
Mandatory Specification 12	Must include a 1 x 50 mm flat shear blade.			
Mandatory Specification 13	The instrument must be portable and its weight must not exceed 30 kg.			
Mandatory Specification 14	Contractor must provide two (2) service and parts manuals and (2) owner's manuals upon delivery and acceptance.			
Mandatory Specification 15	Contractor must be the OEM or an OEM-authorized distributor.			
Mandatory Specification 16	Parts and service must be available within 150 km of the AAFC Morden Research Centre. Bidders must indicate the name and address of the nearest parts and service location.			
Mandatory Specification 17	An authorized representative of the AAFC Morden Research Centre must verify that the instrument is fully-operational before confirming acceptance.			
Mandatory Specification 18	The Contractor must provide a standard 1-year warranty covering all parts and labour costs.			

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File No. - N° du dossier
01634-180772

Buyer ID - Id de l'acheteur
wpg119
CCC No./N° CCC - FMS No./N° VME

ANNEX B

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily fulfilling all of its obligations under the Contract, the Contractor will be paid a firm price, as specified below. Customs duties are included and any applicable taxes are extra, and are to be shown as a separate item on any resulting invoice.

Pricing must include all costs associated with meeting the requirement as specified in Annex A.

Item	Description	Qty.	Unit	Unit Price (CAD)	Total (CAD)
1	Dry bean texture analyzer , in accordance with the mandatory performance specifications listed in Annex A.	1	each	\$	\$
2	Delivery, including any duties, freight and offloading charges , FOB destination to Agriculture and Agri-Food Canada Morden Research Centre, 101 Route 100, Morden, MB.	1	each	\$	\$
TOTAL					\$

Solicitation No. - N° de l'invitation
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01634-180772

Buyer ID - Id de l'acheteur
wpg119
CCC No./N° CCC - FMS No./N° VME

ANNEX C

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)