



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid Receiving  
- PWGSC  
1550, Avenue d'Estimauville  
1550, D'Estimauville Avenue  
Québec  
Québec  
G1J 0C7  
FAX pour soumissions: (418) 648-2209

**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**

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|--|--|
| <b>Title - Sujet</b><br>Infrared Multispectral Camera  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W7701-196926/A   | <b>Date</b><br>2018-09-25  |
| <b>Client Reference No. - N° de référence du client</b><br>W7701-196926  |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$QCN-034-17489  |  |
| <b>File No. - N° de dossier</b><br>QCN-8-41113 (034)   | <b>CCC No./N° CCC - FMS No./N° VME</b>                                     |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2018-11-05</b>   | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Heure Normale du l'Est<br>HNE |
| <b>F.O.B. - F.A.B.</b><br><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><br>Tremblay, Marial  | <b>Buyer Id - Id de l'acheteur</b><br>qcn034                               |
| <b>Telephone No. - N° de téléphone</b><br>(418) 803-4088 ( )   | <b>FAX No. - N° de FAX</b><br>(418) 648-2209                               |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Defence R & D Canada - Valcartier /<br>R et D Défense Canada - Valcartier<br>2459 route de la Bravoure<br>Québec (Québec) G3J 1X5 |  |

**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**  
TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

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

## INFRARED MULTISPECTRAL CAMERA

### DRDC - DEFENCE R & D CANADA-VALCARTIER MUNITIONS EXPERIMENTAL TEST CENTRE (METC)

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Article 6.1 of the resulting contract clauses.

### **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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA), and the Chile, Colombia, Honduras, Korea, Panama, Peru, Ukraine Trade Agreements with Canada.

### **1.4 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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## 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 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 (2018-05-22) 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.

You can submit your bid:

- (a) by fax transmission number: 418-648-2209; or
- (b) by mail at the following address:

Bid Receiving Unit  
Public Works and Government Services Canada (PWGSC)  
1550 D'Estimauville Avenue  
Quebec City, Quebec, Canada, G1J 0C7

or

- (c) by using the epost Connect service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) )  
The email address of PWGSC Quebec region Bid Receiving Unit is:

[TPSGC.RQReceptionSoumissionsQRSupplyTendersReception.PWGSC@tpsgcpwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissionsQRSupplyTendersReception.PWGSC@tpsgcpwgsc.gc.ca)

**NOTE THAT YOU SHOULD NOT SEND YOUR OFFERS DIRECTLY TO THIS EMAIL ADDRESS, BUT PROCEED THROUGH CANADA POST EPOST CONNECT SERVICE**

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### **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 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 Quebec, Canada.

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

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Submit the Bid**

#### **3.1.1 Submit the Bid Electronically**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I:            Technical Bid  
Section II:           Financial Bid  
Section III:          Certifications

#### **3.1.2 Submit the Bid in Hard Copies**

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I:            Technical Bid ( 2 hard copies )  
Section II:           Financial Bid ( 1 hard copy )  
Section III:          Certifications ( 1 hard copy )

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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### 3.2 Format Instruction for the Preparation 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>). 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.

#### 3.2.1 Section I: Technical Bid

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

#### 3.2.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### 3.2.2.1 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450, <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/450.pdf> Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

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3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
  4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
  5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### **3.2.3 Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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## **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 Criteria**

Mandatory Criteria are included in Annex D.

#### **4.1.2 Financial Evaluation**

The total price of each bid will be established using the following criteria:

- (a) Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded. For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.
- (b) Bidders must submit their prices DDP destination; Delivered Duty Paid.

### **4.2 Basis of Selection - Mandatory Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid with the lowest evaluated price **(the evaluated price will be equal to the sum of the two sections C.1.1 + C.1.2 of Annex C, as added in section C.2)** will be recommended for award of a contract.

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## **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 Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 Ineligibility and Suspension Policy (<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.

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### 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 website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) ).

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.

### 5.2.3 OEM Certification

- (a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification (Annex E) regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form (Annex E) included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

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#### 5.2.4 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher (F.1 of Annex F). Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization (F.2 of Annex F), which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products

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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.

Notice: Numbering will be revised at contract award

### **6.1 Requirement**

The Contractor must provide an infrared multispectral camera in accordance with the Requirement at Annex A.

#### **6.1.1 Optional Goods and Services**

The Contractor grants to Canada the irrevocable option to acquire the goods and services described at section C.1.2 of Annex C of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before September 30, 2019 by sending a written notice to the Contractor.

### **6.2 Standard Clauses and Conditions**

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

#### **6.2.1 General Conditions**

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/18>

### 6.2.1.1 Intellectual property infringement and royalties

Articles of Agreement, the "Intellectual Property Infringement and Royalties" section that is contained in general conditions 2030 (2016-04-04) are included. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2030/18#intellectual-property-infringement-and-royalties>

### 6.2.2 Supplemental General Conditions

The following Supplemental General Conditions apply to and form part of the Contract:

| Number | Date       | Title   |
|--------|------------|---|
| 4001   | 2015-04-01 | Hardware Purchase, Lease and Maintenance<br><a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4001/6">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4001/6</a>               |
| 4003   | 2010-08-16 | Licensed Software<br><a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4003/4">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4003/4</a>                                      |
| 4004   | 2013-04-25 | Maintenance and Support Services for Licensed Software<br><a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4004/5">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4004/5</a> |

### 6.2.3 Warranty Periods

#### 6.2.3.1 Hardware Warranty Period

The hardware warranty period is 12 months as indicated in section 14 of supplemental general conditions 4001 (2015-04-01).

#### 6.2.3.2 Software Warranty Period

Section 15 of supplemental general conditions 4003 (2010-08-16) is amended by replacing the period of ninety (90) days by 12 months.

All other provisions of the warranty section remain in effect.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the Contract is from date of Contract until the end of the warranty period inclusive.

#### **6.3.2 Delivery Period – Contract**

All the deliverables except the training must be received within a period of one hundred twenty (120) calendar days after the contract is awarded.

➤ Please refer to section C.1.1 of Annex C

#### **6.3.3 Delivery Period – Optional Goods and Services**

All the deliverables except the training must be received within a period of one hundred eighty (180) calendar days after the contract is awarded.

➤ Please refer to section C.1.2 of Annex C.

#### **6.3.4 Training Period**

Training must have been completed no later than 60 calendar days after the delivery date. A written notice of at least 3 weeks will be given to the Contractor so that he can prepare himself for the training.

#### **6.3.5 Liquidated Damages**

1. If the Contractor fails to deliver the goods and perform the services within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$500.<sup>00</sup> for each calendar day of delay. The total amount of the liquidated damages must not exceed 10 percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

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## 6.4 Authorities

### 6.4.1 Contracting Authority - PWGSC

The Contracting Authority for the Contract is:

Name: Marial Tremblay  
Title: Supply specialist  
Telephone: 418-803-4088  
E-mail address: Marial.Tremblay@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.

### 6.4.2 DRDC Authorities

#### 6.4.2.1 Administrative Authority - DRDC

For all information related to invoicing and/or payments you may communicate with:

(to be completed at contract award by PWGSC)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

#### 6.4.2.2 Technical Authority - DRDC

The Technical Authority for the Contract is:

(to be completed at contract award by PWGSC)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_

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

The Technical 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 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.

#### 6.4.3 Contractor's Representatives

Name and telephone number of the person responsible for :

(a) Contract Manager:

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

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

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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

(b) Delivery and Training Follow up:

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

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

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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

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## 6.5 Payment

### 6.5.1 Basis of Payment - Firm Lot Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot prices, as specified in Annex C for a cost of \$\_\_\_\_\_ (to be completed at contract award by PWGSC). 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.

### 6.5.2 SACC Manual Clauses

| Number | Date       | Title   |
|--------|------------|---|
| C2000C | 2007-11-30 | Taxes - Foreign-based Contractor<br><a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1</a> |
| H1001C | 2008-05-12 | Multiple Payments<br><a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1001C/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1001C/2</a>                |

## 6.6 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.

## 6.7 Certifications and Additional Information

### 6.7.1 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.

## 6.8 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec, Canada.

## 6.9 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:
  - (i) 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
  - (ii) 4003 (2010-08-16), Licensed Software; and
  - (iii) 4004 (2013-04-25), Maintenance and Support Services for Licensed Software.
- (c) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Minimum Performance Characteristics of Equipment;
- (f) Annex C, Basis of Payment; and
- (g) the Contractor's bid dated \_\_\_\_\_ (to be completed at contract award by PWGSC)

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## 6.10 Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, <http://laws-lois.justice.gc.ca/eng/acts/d-1/> and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

## 6.11 Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

## 6.12 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

## 6.13 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destinations specified in the Contract and delivered: Delivered Duty Paid (DDP):

Munitions Experimental Test Centre (METC)  
Building 239  
2459, route de la Bravoure  
Quebec, Quebec G3J 1X5

Incoterms 2000 for shipments from a commercial contractor.

**ANNEX A - REQUIREMENT****A.1 Title**

Infrared Multispectral Camera

**A.2 Context**

The METC is an organization which is mandated to acquire data during tests and experiments on ultra-fast phenomena as projectiles in flight and explosions. Temperature measurements are required in several experiments. Thermocouples, while useful in some tests, cannot be used at extreme temperatures during experiments with vibrations as in firing projectiles or explosions. These vibrations and extreme temperatures (up to 2000 °C) are outside of the range of the best thermocouples currently on the market. In addition, the reliability of measurement of a thermocouple depends directly on the ability to get and keep a good physical contact between it and the part that we want to measure, which is more difficult in experiments comprising vibrations. The best way to overcome this is thermography which allows taking temperature measurements up to 2000 °C and this without the need of any physical contact with the weapon or the part to be analyzed.

In order to take accurate and reliable measurements, the latest models of multi spectral infrared cameras allow obtaining the signature of an event. This type of equipment can detect phenomena that cannot be seen with standard infrared cameras

**A.3 Acronym**

|      |   |
|------|---|
| DRDC | Defence Research and Development Canada |
| °C   | Celsius Degree                          |
| mm   | Millimeter                              |
| µm   | Micrometer                              |
| µs   | Microsecond                             |
| GigE | Gigabit Ethernet                        |
| USB  | Universal Serial Bus                    |
| Hz   | Hertz                                   |
| TTL  | Transistor–Transistor Logic             |
| MWIR | Mid wave infrared                       |
| LWIR | Long wave infrared                      |
| METC | Munitions Experimental Test Centre      |
| NUC  | Non-Uniformity Correction               |

## **A.4 Deliverables**

### **A.4.1 Camera and Software**

Provide and deliver one (1) multispectral infrared camera and one (1) software based on the minimum performance characteristics of equipment detailed in Annex B.

### **A.4.2 Training**

One-day training (7.5 hours) should be given to three technicians.

The training must be given in French and must cover the use of the camera, all technical aspects, all features; including those of the software and troubleshooting for users.

The person offering the training must be fluent in French. The proposed person must be able to communicate in French orally, without help, and with few errors.

The contractor will be responsible for the costs of the trainer for meals, accommodation and travel between his office and the training site.

The training venue will be within a 10KM radius of the delivery address.

Training must begin no later than 2 months after the delivery date of the camera. The coordination of this training must be done with the technical authority.

#### **A.4.2.1 Training Adresses**

1. Contract Product :

Munitions Experimental Test Centre (METC)  
Building 239  
2459, route de la Bravoure  
Quebec, Quebec G3J 1X5 Canada

2. Optional Good :

Quality Engineering Test Establishment (QETE)  
45 Sacre-Coeur Blvd  
Gatineau (Québec) J5Z 1W7 Canada

## **A.5 Working Language**

French.

## ANNEX B - MINIMUM PERFORMANCE CHARACTERISTICS OF EQUIPMENT

The minimum performance characteristics of equipment listed in this annex are, first and foremost, the minimum requirements and do not constitute an exhaustive list.

Any characteristics of equipment required for operation of the equipment and not described in this annex are an integral part of the equipment and their cost is included in the contract value.

### B.1 Camera

The Contractor must supply and deliver a camera meeting the minimum performance characteristics of equipment as follows:

| <b>B.1 Camera</b> |  |
|-------------------|--|
| 1                 | Infrared camera « Mid Wave » (MWIR).   |
| 2                 | Spectral range between 3µm and 5µm or greater.   |
| 3                 | Spatial resolution 80000 pixel or greater.   |
| 4                 | Frame rate must reach 2500 Hz at resolution of 80 000 pixels.                              |
| 5                 | Detector Must be able achieve a pitch 35 µm or less.                                       |
| 6                 | Must have an integrated cooling system   |
| 7                 | Must be Gig-E network capability   |
| 8                 | Must be able to measure temperatures up to 2000°C  |
| 9                 | Must have TTL trigger input  |
| 10                | Must have Sync input and output allowing synchronization between two cameras.              |
| 11                | Must have Internal memory of 16Go or higher.   |
| 12                | Must have several integration time choices which are adjustable by the software.           |
| 13                | Must reach integration time as low as 1 µs or less.  |
| 14                | Must have a high-speed filter wheel with 7 positions or more.                              |
| 15                | Must have a high-speed filter wheel with a rotation of 100 hz or faster.                   |
| 16                | High-speed filter wheel must be calibrated and installed upon delivery.                    |
| 17                | Must be able to measure a temperature range from 0°C to 600 °C without having to do a NUC. |
| 18                | Must include 25 mm calibrated lens for the camera.   |
| 19                | Must include 50 mm calibrated lens for the camera.   |

| <b>B.1 Camera</b> |   |
|-------------------|---|
| 20                | Must include 100 mm calibrated lens for the camera.   |
| 21                | Laptop for the control of the camera having GigE and USB connectivity.                        |
|                   | 21.1 Laptop must have a 17 inches monitor minimum.  |
|                   | 21.2 Laptop must have the specifications required to control the camera and run the software. |

**B.2 Software**

The Contractor must supply and deliver a software meeting the minimum performance characteristics of equipment as follows:

| <b>B.2 Software</b> |   |
|---------------------|---|
| 1                   | Must be able to change the emissivity of a measuring point.                                     |
| 2                   | Must allow recording and play back for analysis processing.                                     |
| 3                   | Must take into account humidity, ambient temperature, reflected temperature and transmissivity. |
| 4                   | Must be capable to take many measuring points, line and area in the same sequence.              |
| 5                   | Must be capable to trace temperature graph in function of the time.                             |
| 6                   | Must be able to export data in XLS format.  |
| 7                   | Must be able to do mirror and rotation of the images.   |
| 8                   | Must display internal temperature of the camera.  |
| 9                   | Must be able to change resolution and frame rate.   |
| 10                  | Must be able to export video sequence in AVI.   |
| 11                  | Must be able to start and stop the recording manually.  |

## ANNEX C - BASIS OF PAYMENT

### C.1 Pricing

- (a) Before submitting prices, please refer to clause **6.5 Payment** where it is mentioned, inter alia, that applicable taxes are not included in the prices.
- (b) In addition, refer to Annex A first, then to Annex B according to the sections specified in each item of the tables of this annex.

#### C.1.1 Pricing - Contract

Please indicate the brand name and model offered and complete the last column of the following table:

| C.1.1 Pricing - Contract |  |                |
|--------------------------|--|----------------|
| Item                     | Description  | Firm Lot Price |
| 1                        | Infrared Multispectral Camera including the labtop <ul style="list-style-type: none"> <li>• Brand Name Offered: _____</li> <li>• Model Offered: _____</li> <li>• As per section B.1 of Annex B.</li> </ul> | \$             |
| 2                        | Software <ul style="list-style-type: none"> <li>• Brand Name Offered: _____</li> <li>• Model Offered: _____</li> <li>• As per section B.2 of Annex B.</li> </ul>   | \$             |
| 3                        | Delivery<br>Goods delivered to the destination indicated in clause <b>6.13 Shipping Instructions - Delivery at Destination</b> of this document (to <b>METC - Quebec</b> ).                                | \$             |

| C.1.1 Pricing - Contract |  |                |
|--------------------------|--|----------------|
| Item                     | Description  | Firm Lot Price |
| 4                        | Training Charges for a duration 7.5 hour during the day on-site at <b>METC - Quebec</b> <ul style="list-style-type: none"> <li>• As per clause <b>6.3.3 Training Period</b> of this document and section A.4.2 of Annex A; and</li> <li>• The Contractor shall take responsibility for labour, equipment, travel and living expenses.</li> </ul> | \$             |
| C.1.1 Contract Value:    |  | \$             |

### C.1.2 Pricing – Optional Goods and Services

- (a) The price submitted for Optional Goods and services must remain valid for the contract period.
- (b) Refer to clause **6.1.1 Optional Goods and Services** of this document prior to submitting your price.
- (c) Please complete the last column of the following table:

| C.1.2 Optional Goods and Services |   |                |
|-----------------------------------|---|----------------|
| Item                              | Description   | Firm Lot Price |
| 1                                 | Infrared Multispectral Camera including the labtop <ul style="list-style-type: none"> <li>• This Item is exactly the same as item # 1 of section C.1.1.</li> </ul>          | \$             |
| 2                                 | Software <ul style="list-style-type: none"> <li>• The item is exactly the same as item # 2 of section C.1.1.</li> </ul>   | \$             |
| 3                                 | Delivery<br>Goods delivered to the destination indicated in clause <b>6.13 Shipping Instructions - Delivery at Destination</b> of this document (to <b>METC - Quebec</b> ). | \$             |

| C.1.2 Optional Goods and Services        |  |                |
|--|--|----------------|
| Item                                     | Description  | Firm Lot Price |
| 4  | <p>Training Charges for a duration 7.5 hour during the day on-site at <b>QETE - Gatineau*</b></p> <ul style="list-style-type: none"> <li>As per clause <b>6.3.4 Training Period</b> of this document and section A.4.2 of Annex A; and</li> <li>The Contractor shall take responsibility for labour, equipment, travel and living expenses.</li> </ul> <p>* Note that the training will be provided at QETE - Gatineau in this case even if the product is delivered to METC - Quebec.</p> | \$             |
| C.1.2 Optional Goods and Services Value: |  | \$             |

## C.2 Evaluated Price of the Bid

For evaluation purpose only, the evaluated price of each bid will be equal to the sum of the two sections C.1.1 + C.1.2 of this annex as follows:

| Section           | Title                              | Value |
|-------------------|------------------------------------|-------|
| C.1.1             | Contract Value:                    | \$    |
| C.1.2             | Optional Goods and Services Value: | \$    |
| Evaluated Price*: |                                    | \$    |

\*Bidders are encouraged to complete the table above to determine the evaluated price of their bid.

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## **ANNEX D - MANDATORY CRITERIA**

The bid must meet the mandatory criteria specified in this annex. Bidders must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory criteria will be declared non-responsive. Each mandatory criterion should be addressed separately.

### **D.1 Mandatory Criterion # 1 - Minimum Performance Characteristics of Equipment Selected of Annex B**

Although Bidders must propose products meeting all “minimum performance characteristics of equipment” required in Annex B; at the bid closing date, bids will be evaluated on the “minimum performance characteristics of equipment selected” listed in the table of “Minimum performance characteristics of equipment selected of Annex B”. Simply stating that the proposed product complies or that it meets the “minimum performance characteristics of equipment selected” is not enough. To demonstrate that their products meet all the “minimum performance characteristics of equipment selected”, Bidders must submit bid, proofs of compliance.

Bidders should complete the last column of the "Table of minimum performance characteristics of equipment selected of Annex B" hereafter using cross-referenced to the proofs of compliance; Bidders should indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers. The proofs of compliance must provide sufficient detail and explanation to allow evaluation and demonstrate that each the “minimum performance characteristics of equipment selected” is met.

Proof of compliance is defined as a document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software.

**Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.**

- Please refer to the table on the next page:

|   |   |  |
|---|---|--|
| <b>D.1 Mandatory Criterion # 1 - Minimum Performance Characteristics of Equipment Selected of Annex B</b> |   | ➤ To be completed by Bidders<br><br>Title of the document, and the page and paragraph numbers. |
| ➤ <b>Section B.1 Camera:</b>  |   |  |
| 1   | Infrared camera « Mid Wave » (MWIR).  |  |
| 2   | Spectral range between 3µm and 5µm or greater.  |  |
| 3   | Spatial resolution 80000 pixel or greater.  |  |
| 4   | Frame rate must reach 2500 hz at resolution of 80 000 pixels.                                   |  |
| 5   | Detector Must be able achieve a pitch 35 µm or less.  |  |
| 7   | Must be Gig-E network capability  |  |
| 8   | Must be able to measure temperatures up to 2000°C   |  |
| 9   | Must have TTL trigger input   |  |
| ➤ <b>Section B.2 Software:</b>  |   |  |
| 1   | Must be able to change the emissivity of a measuring point.                                     |  |
| 3   | Must take into account humidity, ambient temperature, reflected temperature and transmissivity. |  |
| 8   | Must display internal temperature of the camera.  |  |

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**ANNEX E - ORIGINAL EQUIPMENT MANUFACTURER (OEM) CERTIFICATION FORM**

| <b>Original Equipment Manufacturer (OEM) Certification Form</b>   |  |
|---|--|
| This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below. |  |
| Name of OEM   |  |
| Signature of authorized signatory of OEM:   |  |
| Print Name of authorized signatory of OEM:  |  |
| Print Title of authorized signatory of OEM:   |  |
| Address for authorized signatory of OEM:  |  |
| Telephone no. for authorized signatory of OEM:  |  |
| Fax no. for authorized signatory of OEM:  |  |
| Date signed:  |  |
| Solicitation Number:  |  |
| Name of Bidder:   |  |

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## ANNEX F - SOFTWARE PUBLISHER CERTIFICATION FORM

### F.1 Bidder itself is the Software Publisher

|   |
|---|
| <p style="text-align: center;"><b>Software Publisher Certification Form</b><br/>(to be used where the Bidder itself is the Software Publisher)</p> <p>The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>[Bidders should add or remove lines as needed]</p> |
|---|

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**F.2 Bidder is not the Software Publisher**

| <b>Software Publisher Authorization Form</b><br>(to be used where the Bidder is not the Software Publisher)   |  |
|---|--|
| <p>This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.</p> <p>This authorization applies to the following software products:</p> <p>_____</p> <p>_____</p> <p>[Bidders should add or remove lines as needed]</p> |  |
| Name of Software Publisher (SP):  |  |
| Signature of authorized signatory of SP:  |  |
| Print Name of authorized signatory of SP:   |  |
| Print Title of authorized signatory of SP:  |  |
| Address for authorized signatory of SP:   |  |
| Telephone no. for authorized signatory of SP:   |  |
| Fax no. for authorized signatory of SP:   |  |
| Date signed:  |  |
| Solicitation Number:  |  |
| Name of Bidder:   |  |

## ANNEX G - PRESENTATION OF YOUR BID

### G.1 Check List

Below is a checklist of the contents of your bid. This list is not an exhaustive list; it remains the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the Request For Proposal (RFP) and provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP.

|  |   |
|--|---|
| Pagination of <u>Document 1 of 2</u> (document of only 1 page) |   |
| Page 1 ↓   | Bidders should include with their bid, <b>the first sheet</b> of this RFP properly completed and signed. Refer to 2003 Standard Instructions mentioned in clause <b>2.1 Standard Instructions, Clauses and Conditions</b> .   |
| Pagination of <u>Document 2 of 2</u> (document of 36 pages)    |   |
| Page 6 ↓   | Bidders must submit their bid only to the address indicated in clause <b>2.2 Submission of Bids</b> .   |
| Page 11  | Bidders must pay attention on how bids will be evaluated and the winning bid selected. Refer to <b>Part 4 - Evaluation Procedures and Basis of Selection</b>  |
| Page 12  | <b><u>Applicable only if an offence has been committed</u></b><br>Bidders must provide with their bid the required documentation as indicated Clause <b>5.1.1 Integrity Provisions - Declaration of Convicted Offences</b> .  |
| Page 12  | Bidders must provide with their bid or promptly thereafter a <b>list of names</b> as indicated in clause <b>5.2.1 Integrity Provisions - Required Documentation</b> .<br>➤ Please refer to section " <b>17. Information to be provided when bidding, contracting or entering into a real property agreement</b> " of the following Web site:<br><a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a> |
| Pages 13 and 32  | Bidders must read Certification <b>5.2.3 OEM Certification</b> and should include with their bid, <b>Annex E - Original Equipment Manufacturer (OEM) Certification Form</b> duly completed.   |

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|                     |  |
|---------------------|--|
| Pages 14, 33 and 34 | Bidders must read Certification <b>5.2.4 Software Publisher Certification and Software Publisher Authorization</b> and should include with their bid, <b>Annex F - Software Publisher Certification Form</b> duly completed. |
| Page 19             | Bidders should submit with their bid, clause <b>6.4.3 Contractor's Representatives</b> properly completed.   |
| Pages 27 to 29      | Bidders must include with their bid, <b>Annex C - Basis of Payment</b> duly completed.   |
| Pages 30 and 31     | Bidders must include with their bid, the necessary documentation to support compliance with the mandatory criteria and should include with their bid, <b>Annex D - Mandatory Criteria</b> duly completed.                    |