



**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

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Fuel & Construction Products Division
L'Esplanade Laurier,
140 O'Connor Street,
East Tower, 4th floor,
Ottawa
Ontario
K1A 0S5

Title - Sujet Naphtha Liquid Fuel	
Solicitation No. - N° de l'invitation 23239-200035/A	Date 2019-05-16
Client Reference No. - N° de référence du client 23239-200035	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-672-77108	
File No. - N° de dossier hl672.23239-200035	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-06-26	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Bouarfa, Sid-Ahmed	Buyer Id - Id de l'acheteur hl672
Telephone No. - N° de téléphone (819) 271-8168 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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

TABLE OF CONTENTS	1
PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 REQUIREMENT - BID	2
1.3 COMPREHENSIVE LAND CLAIMS AGREEMENT(S)	2
1.4 DEBRIEFINGS	2
1.5 TRADE AGREEMENTS	2
1.6 EPOST CONNECT SERVICE	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 CANADIAN GENERAL STANDARDS BOARD - STANDARDS	5
2.3 SUBMISSION OF BIDS	5
2.4 ENQUIRIES - BID SOLICITATION	5
2.5 APPLICABLE LAWS	5
PART 3 - BID PREPARATION INSTRUCTIONS	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE BID	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
PART 6 - RESULTING CONTRACT CLAUSES	11
6.1 SECURITY REQUIREMENTS	11
6.2 REQUIREMENT – CONTRACT	11
6.3 STANDARD CLAUSES AND CONDITIONS	11
6.4 TERM OF CONTRACT	11
6.5 DELIVERY, INSPECTION, AND ACCEPTANCE	12
6.6 AUTHORITIES	12
6.7 PAYMENT	13
6.8 INVOICING INSTRUCTIONS	14
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	14
6.10 APPLICABLE LAWS	14
6.11 PRIORITY OF DOCUMENTS	14 15
6.12 PALLETIZED CONTAINERS REQUIREMENTS SPECIFICATIONS	15
6.13 SACC MANUAL CLAUSES	15
ANNEX A – PRICING SCHEDULE	16
ANNEX "A" – STATEMENT OF REQUIREMENT	
ANNEX "B" – ELECTRONIC PAYMENT INSTRUMENTS	

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this bid solicitation

1.2 Requirement - Bid

The requirement is detailed at Annex "A".

1.3 Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement:

- a. Nunavut Land Claim Agreement (NLCA) for deliveries to* Resolute Bay, Nunavut.

*where "deliveries to" means goods delivered to, and services performed in.

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

1.5 Trade Agreements

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

1.6 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.

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.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

Section 08 of the 2003 Standard Instructions, entitled Transmission by facsimile or by epost Connect, is amended as follows:

Subsection 2 is deleted entirely and replaced with the following:

2. epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:
tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca
or, if applicable, the email address identified in the bid solicitation.
 - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

-
- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
 - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
 - e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
 - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
 - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - v. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
 - h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - i. Bidders must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.

- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

2.2 Canadian General Standards Board - Standards

A copy of the CGSB Standards referred to in the bid solicitation are available and may be obtained from:

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

2.3 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 in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.4 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.

2.5 Applicable Laws

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

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

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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

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 (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- (a) 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
- (b) 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.

3.1.1 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.

a. Delivery Lead Time

A lead time of _____ working days will be required. *Bidder to complete*

b. Palletizing

The contractor is required by the carrier to palletize and handle (including strapping) the product in accordance with the procedures stated in Annex "A".

3.1.2 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.

a. Unit Prices

The firm unit prices quoted must be in Canadian dollars per container and must not exceed four decimal places.

All applicable delivery charges must be included in the firm unit prices per container.

b. Pallets

(i) Pallets and Handling

Products will be supplied on pallets, Approximately 400 units per pallet.

c. Electronic Payment of Invoices – Bid

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

If Annex "B" 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.

d. Exchange Rate Fluctuation

The following terms and conditions are incorporated herein:

SACC Reference	Section	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

e. Progress Payments

Progress payments will not be considered unless specifically offered by Canada in this document.

3.1.3 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

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

a. Mandatory Technical Criteria

- (i) Technical compliance (In accordance with Annex "A")

Bidders not meeting this mandatory technical criterion will be declared non-responsive.

The delivery lead time will not be an evaluated factor.

4.1.2 Financial Evaluation

a. Mandatory Financial Criteria

- (i) The Bidder must bid firm unit price(s) in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered; and
- (ii) The Bidders' financial bid must be in accordance with the Basis of Payment.

Bidders not meeting these mandatory financial criteria will be declared non-responsive.

4.1.3 Evaluated Price

The evaluated price will be the unit price.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price as described below, by product and delivery destination will be recommended for award of a contract.

One Contract will be awarded in response to this solicitation.

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 certification 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.

5.2.3 Additional Certifications Precedent to Contract Award

a. General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Solicitation No. - N° de l'invitation
23239-200035
Client Ref. No. - N° de réf. du client
23239-200035

Amd. No. - N° de la modif.
File No. - N° du dossier
HL672. 23239-200035

Buyer ID - Id de l'acheteur
HL672
CCC No./N° CCC - FMS No./N° VME

Bidders' Authorized Representative Signature

Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures, and/or programs.	
All documents are printed double-sided and in black and white for day-to-day business activity unless otherwise specified by your client.	
Paper used for day-to-day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally-preferable inks and purchases remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day-to-day business activity.	
Recycling bins for paper, newsprint, plastic, and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

b. Product Certification *Bidder to complete*

The Bidder certifies that all goods proposed conform to the specifications detailed at Annex "A".

Signature

Date

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 – Contract

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

6.2.1 Product Standard

The product(s) delivered by the Contractor must conform to the latest issue of the Canadian General Standards Board (CGSB) Standard indicated in the product description related to each requirement, shown 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 (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

Items must be delivered to the Port of Sainte-Catherine tentatively by July 10, 2019.

It is the responsibility of the contractor to verify and confirm the Sealift delivery schedule by contacting the Cargo Booking Contact as per article **6.5.5 - Cargo Booking Instructions**.

6.4.2 Adherence to Delivery Schedule

The Contractor will promptly give notice to the Contracting Authority of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to by the Department of Public Works and Government Services, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, **terminate the whole or part of the contract for default**.

6.4.3 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement:

- a. Nunavut Land Claim Agreement (NLCA) for deliveries to*Resolute Bay, Nunavut.

*where "deliveries to" means goods delivered to, and services performed in.

6.4.5 Delivery Points

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

6.5 Delivery, Inspection, and Acceptance

6.5.1 Platform Truck

An open platform truck is required by the Contractor to deliver the product.

6.5.2 Delivery Verification

Copies of sales slips/dock receipts issued at the time of delivery are to accompany all invoices.

6.5.3 Inspection and Acceptance

The goods provided must be subject to inspection and acceptance by the consignee at destination.

6.5.4 Shipping Instructions – DDP

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2000 "DDP Delivered Duty Paid" to the location as shown at Annex "A". The delivery will include unloading.

6.5.5 Cargo Booking Instructions

Cargo booking instructions and the name and telephone number of shipping agent will be provided by:

Kari Borris, Natural Resources Canada, Polar Continental Shelf Project
Tel: (613) 878-6073, E-mail: kborris@canada.ca

Supplier must contact shipping agent before making delivery.

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Sid-Ahmed Bouarfa
Public Works and Government Services Canada
Acquisitions Branch
Commercial & Alternative Acquisitions Management Sector
Logistics, Electrical, Fuel & Transportation Directorate
Fuel & Construction Products Division (HL)
140 O'Connor Street, 4th Floor, L'Esplanade Laurier, East Tower
Ottawa, ON K1A 0R5
Telephone: (819) 271-8168 Facsimile: (613) 943-7620
E-mail address: sid-ahmed.bouarfa@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.

6.6.2 Contractor's Representative *Bidder to complete*
General Enquiries

Delivery/Follow-up

Name:	_____	_____
Title:	_____	_____
Organization:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

6.7 Payment

6.7.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), DDP to destination, as specified in in Annex "A". 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.

6.7.2 Unit Prices/Taxes

The unit prices offered in Annex "A" exclude all taxes or levies that may be or are imposed on the sale of petroleum products pursuant to any federal or provincial statute or regulation or territorial ordinance. However, where the Contractor is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, as a result of the sale of the product to Canada, except as otherwise provided in the Contract, Canada will pay to the Contractor an amount equal to such tax or levy where applicable and substantiated by invoice.

6.7.3 Terms of Payment

SACC Manual clause H1000C (2008-05-12) Single Payment.

6.7.4 Pallets and Handling

Products will be supplied on pallets, approximately 400 units per pallet.

6.7.5 Provincial Taxes

The Contractor will be responsible for applying to the Quebec Government for the necessary permits enabling delivery of fuel EXEMPT from Provincial Fuel Tax and Provincial Sales Tax.

6.7.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using 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)

6.8 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.

All invoices must contain the following information:

- a. Contract Serial Number;
 - b. Name of Client Department;
 - c. Delivery Destination (including building numbers where applicable);
 - d. Product Identification, quantity, and price per litre;
 - e. Taxes and/or levies, if applicable, and shown as a separate item. Should the supplier include any applicable taxes and/or levies in the unit price, the amount of each must be indicated on the invoice;
 - f. Containers quantity and unit price;
 - g. The address where payment is to be sent.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy of must be forwarded to the address as 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.

Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the consignee. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip.

Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

6.11 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 general conditions 2010A (2018-06-21) Goods (Medium Complexity);
- (c) Annex "A", Requirement;

Solicitation No. - N° de l'invitation
23239-200035
Client Ref. No. - N° de réf. du client
23239-200035

Amd. No. - N° de la modif.
File No. - N° du dossier
HL672. 23239-200035

Buyer ID - Id de l'acheteur
HL672
CCC No./N° CCC - FMS No./N° VME

(d) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* “, as clarified on _____” *or* “, as amended on _____” *and insert date(s) of clarification(s) or amendment(s)*)

6.12 Palletized Containers Requirements Specifications

The contractor is required by the carrier to palletize and handle (including strapping) the product.

6.13 SACC Manual Clauses

The following terms and conditions are incorporated herein:

SACC Reference	Section	Date
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods/Hazardous Products	2014-09-25
B1505C	Shipment of Hazardous Materials	2016-01-28
G1005C	Insurance – No Specific Requirement	2016-01-28

Solicitation No. - N° de l'invitation
23239-200035
Client Ref. No. - N° de réf. du client
23239-200035

Amd. No. - N° de la modif.
File No. - N° du dossier
HL672. 23239-200035

Buyer ID - Id de l'acheteur
HL672
CCC No./N° CCC - FMS No./N° VME

ANNEX A – STATEMENT OF REQUIREMENT

The supply and delivery of the Naphtha Liquid Fuel , in **3.78 L containers**, by **July 10, 2019** at the following address:

6565 Boulevard Hébert,
Sainte-Catherine, QC, J5C 1B5

Reference	U. of I.	Quantity (A)	Price per Container (B)	Total (CAD) C=(A*B)
Naphtha Liquid Fuel. - As per the Canadian General Standards Board (CAN/CGSB-3.27-2018). - Pallets dimension: 48 x 44 x 60. - Approximately 400 units per pallet.	EA	2,400.00	\$ _____	\$ _____

Solicitation No. - N° de l'invitation
23239-200035
Client Ref. No. - N° de réf. du client
23239-200035

Amd. No. - N° de la modif.
File No. - N° du dossier
HL672. 23239-200035

Buyer ID - Id de l'acheteur
HL672
CCC No./N° CCC - FMS No./N° VME

ANNEX “B” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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).