



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

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Oseltamivir phosphate capsules	
<b>Solicitation No. - N° de l'invitation</b> E60PH-20OSEL/A	<b>Date</b> 2020-01-07
<b>Client Reference No. - N° de référence du client</b> E60PH-20OSEL	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PH-884-78323	
<b>File No. - N° de dossier</b> ph884.E60PH-20OSEL	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> at - à <b>02:00 PM</b> on - le <b>2020-01-29</b>	<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Joy(ph884), Sharon	<b>Buyer Id - Id de l'acheteur</b> ph884
<b>Telephone No. - N° de téléphone</b> (613) 327-0456 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> see herein	

**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**

Drugs, Vaccines and Biologics Division/Div.des produits  
pharmaceutiques,biologiques et de vaccins  
Terrasses de la Chaudière 5th Floor  
10 Wellington Street  
Gatineau  
Quebec  
K1A 0S5

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

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**PART 1 - INFORMATION AND INSTRUCTIONS****1.1 Summary**

This bid solicitation is for an estimated:

- (a) 589,979 units of oseltamivir phosphate 75mg
- (b) 14,240 units of oseltamivir phosphate 45mg
- (c) 76,742 units of oseltamivir phosphate 30mg

**One contract or Up to a maximum of 3 contracts** will be awarded for the products listed above. Resulting contracts will be from date of award to March 31, 2021 plus one additional one-year option period.

The quantities provided below are only an approximation of requirements given in good faith. The quantities specified are subject to change prior to Contract award. Each Identified User reserves the right to alter quantities or to withdraw from participation up until Contract award. A significant change in the Requirement for an item, may result in a decision to re-tender that item.

<b>Jurisdiction</b>	<b>Contract Year Quantity 75mg Blister packs of 10</b>	<b>Contract Year Quantity 45mg Blister packs of 10</b>	<b>Contract Year Quantity 30mg Blister packs of 10</b>
Department of National Defence	10,000	0	0
Public Health Agency of Canada	97,000	0	0
Alberta	300	1,410	2,742
Manitoba	2,500	0	3,500
New Brunswick	30,660	2,305	0
Nova Scotia	5,883	262	0
Prince Edward Island	480	0	60
Quebec	412,902	8,108	62,484
Saskatchewan	24,225	3,000	7,000
Yukon Territory	6,029	424	956
<b>TOTAL</b>	<b>589,979</b>	<b>14,240</b>	<b>76,742</b>

**1.2 Security Requirement**

There is no security requirement associated with this bid solicitation.

**1.3 Requirement**

The requirement is detailed under Article 2.2 of the resulting contract clauses.

**1.4 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **1.5 Standard Instructions, Clauses and Conditions**

- (a) 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 (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) 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.
- (c) The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (d) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:  
  
Delete: 60 days  
Insert: 90 days

#### **1.5.1 SACC Manual Clauses**

- (a) C3011T (2013-11-06) - Exchange Rate Fluctuation
- (b) A9033T (2012-07-16) - Financial Capability

#### **1.5.2 Electronic Payment of Invoices**

- (a) If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex E – Electronic Payment Instruments, to identify which ones are accepted.
- (b) If Annex E – Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- (c) Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **1.6 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five 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.

### **1.7 Submission of Bids**

- (a) Bids must be submitted only to PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of 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](mailto: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.

- (b) Bidders are requested to include Form 1 – Bid Submission with their bids. It provides a common form in which bidders can provide information required for contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but is recommended. If Canada determines that the information requested on the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

## 1.8 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 with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 1.8.1 Certifications Required with the Bid

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

#### 1.8.1.1 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.

### 1.8.2 Certifications Precedent to Contract Award

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 specified will render the bid non-responsive.

#### 1.8.2.1 Integrity Provisions – Required Documentation

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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.

### 1.8.2.2 Federal Contractors Program for Employment Equity - Bid Certification

- (a) 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).
- (b) 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list at the time of contract award.
- (c) Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>) list during the period of the Contract.
- (d) The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 1.9 Evaluation Procedures

- (a) Bids received will be assessed in accordance with the entire requirement of the bid solicitation.
- (b) An evaluation team composed of representatives of Canada and Provincial and Territorial jurisdictions will evaluate the bids.

### 1.9.1 Mandatory Criterion

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. For each product/strength proposed, the Bidder must:

- (a) Hold a valid Drug Identification Number (DIN), and
- (b) Bid a product with a minimum shelf life of **24 months** or more remaining on the date of delivery.

### 1.9.2 Financial Evaluation

Canada will calculate an evaluated price for each item listed in Annex B. The shelf life will be factored in to the total evaluated price for each item and will be calculated as follows:

(Item 1 Unit Price/shelf life upon delivery) = evaluated price  
(item 2 Unit Price/shelf life upon delivery) = evaluated price  
(Item 3 Unit Price/shelf life upon delivery) = evaluated price

### **1.10 Basis of Selection**

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.
- (b) For each item in Annex B, the responsive bid with the lowest evaluated price will be recommended for award of a contract.
- (c) If there are two or more bids with identical lowest evaluated prices, the names of all Bidders with identical lowest bid prices will be placed in a hat and the winner will be the first name drawn from it. All Bidders with the lowest bid price will be invited to witness the event.

### **1.11 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.

### **1.12 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 2 - RESULTING CONTRACT CLAUSES**

### **2.1 Security Requirement**

There is no security requirement applicable to this Contract.

### **2.2 Requirement**

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

### **2.3 Standard Clauses and Conditions**

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

#### **2.3.1 General Conditions**

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

#### **2.3.2 Warranty - Amendment to General Conditions 2010A**

Section 09, paragraph 1, of General Conditions 2010A, which forms part of the Contract will not apply to Work with a specified expiry date. The following paragraph replaces section 9, paragraph 1, General Conditions 2010A for Work with a specified expiry date:

- (a) Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that the Work conforms to the specifications until the expiration date required by the Requirement. The Contractor must, upon the request of Canada, replace at its own expense (including costs of returns and delivery of replacement Work) as soon as possible any supplies that fail to conform or that deteriorates prior to the expiration date required by the Requirement.
- (b) If full replacement is not available in a timeframe acceptable to Canada, then Canada may, in addition to and without prejudice to any other remedy available, choose from one of the following options for the quantity and Contract value of the Work affected:
  - (i) Full and immediate reimbursement;
  - (ii) Equivalent full credit against future purchases under the Contract; or
  - (ii) Partial replacement and partial reimbursement or partial credit.

## **2.4 Term of Contract**

### **2.4.1 Period of Contract**

The period of the Contract is from award to March 31 2021, inclusive.

### **2.4.2 Option to Extend the Contract**

- (a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- (b) The Contracting Authority may exercise the option by sending a written notice to the Contractor at least 60 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **2.4.3 Option to Add Identified User**

The Contractor grants to Canada the irrevocable option to add Identified Users and delivery locations within Canada to the Contract at a price not to exceed the Contract price and subject to the same conditions.

## **2.5 Authorities**

### **2.5.1 Contracting Authority**

- (a) The Contracting Authority for this Contract is:  
  
Sharon Joy

Public Works and Government Services Canada  
Drugs, Vaccines & Biologics Division  
Terrasses de la Chaudière  
10 Wellington Street, 5th Floor  
Gatineau, Quebec K1A 0S5

Telephone: 613-327-0456  
Email address: sharon.joy@pwgsc-tpsgc.gc.ca

- (b) 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.

### **2.5.2 Identified Users**

- (a) The list of Identified Users is provided in Annex C.
- (b) The Identified Users are the representatives of the department, agency, province or territory for whom the Work is being carried out under the Contract. The Identified Users have 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.

### **2.5.3 Canada and Public Works and Government Services as Agent**

- (a) The Contractor acknowledges that Canada is acting as an agent for Identified Users. Canada will only be funding and paying for Orders placed on behalf of a Federal Government Department or Agency.
- (b) Orders placed by or on behalf of a non-Federal Government Department or Agency Identified User under the Contract are the responsibility of the Identified User for whom or by whom the Order is placed. To the extent that the Contract involves orders placed by Canada on behalf of a non-Federal Government Department or Agency Identified User, Canada is acting as an agent for the Identified User only and the Identified User is solely liable and responsible for funding and payment of those orders.
- (c) The Contractor acknowledges and agrees that, unless otherwise specified, Canada is not liable under the Contract to the extent that it involves Orders placed on or on behalf of a non-Federal Government Department or Agency Identified User, and the Contractor agrees that it must not make any claim or take any proceeding against Canada for any loss, damages, or non-payment in any way related to or arising out of such Orders.

### **2.5.4 Contractor Representative**

- (a) General enquiries:

Name:  
Telephone No.:  
E-mail address:

- (b) Delivery follow-up:

Name:  
Telephone No.:

E-mail address:

## **2.6 Delivery**

### **2.6.1 Delivery Required - Firm Quantity**

While all firm deliverables under any resulting contract are requested complete by date indicated in Annex B, please indicate the best delivery that could be offered in Delivery Schedule table in Annex B.

Note: The latest acceptable delivery date for any item listed in Annex B must not exceed December 15 2020.

### **2.6.2 Point of Manufacturing and Shipping**

Contractor's Point of Manufacturing is located at: \_\_\_\_\_

Contractor's Shipping Facilities are located at: \_\_\_\_\_

### **2.6.3 Shipping Instructions**

- (a) Goods must be consigned to the destinations specified in the Order and delivered DDP Delivered Duty Paid (Identified User), Incoterms 2000 for shipments from a commercial contractor.
- (b) All Orders by following Identified Users must be delivered by air transport, unless the Contracting Authority or the following Identified Users has specifically requested, and has agreed in writing, to have a delivery made by ground transport:
  - (i) Newfoundland and Labrador
  - (ii) Nunavut;
  - (iii) Yukon Territories; and
  - (iv) Northwest Territories.

### **2.6.4 Maintenance of the Cold Chain During Transportation**

Throughout the shipping process, the product must remain in temperature controlled and monitored conditions in accordance with the manufacturer's recommended storage conditions and/or as described within the product monograph.

## **2.7 Payment**

### **2.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of the obligations under the Order, the Contractor will be paid the firm unit price in accordance with the basis of payment in Annex B.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### **2.7.2 Limitation of Expenditure**

- (a) Canada's total liability to the Contractor under the Contract for all Orders, inclusive of any revisions, must not exceed the "Total Estimated Cost" as defined on page 1 of the Contract.

- (b) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

### **2.7.3 SACC Manual Clauses**

- (a) H1001C (2008-05-12), Multiple Payments
- (b) G1005C (2016-01-28), Insurance – No Specific Requirement

### **2.7.4 Electronic Payment of Invoices (to be inserted at contract award as applicable)**

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);

### **2.8 Invoicing Instructions**

- (a) 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.
- (b) The original and one copy of all invoices are to be forwarded to each Identified User for certification and payment at the invoicing address specified on the Order.

### **2.9 Product Recall or Withdrawal**

- (a) In the event of a recall or a withdrawal of Work, the Contractor must notify the Contracting Authority and all Identified Users who have been delivered the recalled or withdrawn Work and must collect and destroy the delivered, recalled, or withdrawn Work at their own cost.
- (b) The Contractor must, upon the request of Canada or an Identified User, replace as soon as possible any recalled or withdrawn Work at their own cost.
- (c) If full replacement is not available in a timeframe acceptable to Canada or an Identified User, then Canada or the Identified User may, in addition to and without prejudice to any other remedy available, choose from one of the following options for the quantity and Contract value of the Work affected:
  - (i) Full and immediate reimbursement;
  - (ii) Equivalent full credit against future purchases under the Contract; or
  - (iii) Partial replacement and partial immediate reimbursement or partial credit under the Contract.

### **2.10 Product Dating**

- (a) All Work supplied must have a shelf life of no less than \_\_\_\_\_ remaining on the date of delivery for 75mg capsules. *(to be inserted at contract award based on Bidder's response in Annex B, Table B1 column E)*
- (b) All Work supplied must have a shelf life of no less than \_\_\_\_\_ remaining on the date of

delivery for 45mg capsules. *(to be inserted at contract award based on Bidder's response in Annex B, Table B1 column E.)*

- (c) All Work supplied must have a shelf life of no less than \_\_\_\_\_ remaining on the date of delivery for 30mg capsules. *(to be inserted at contract award based on Bidder's response in Annex B, Table B1 column E.)*

## 2.11 Returns

In addition to and without prejudice to any other remedy available, for work:

- (a) Damaged during shipment from Contractor, the Contractor must provide full credit or replacement or refund for all returned Work where Contractor was contacted within 5 days of delivery to and acceptance by the Identified User. Damaged Work will be returned FCA Free Carrier (Identified User) Incoterms 2000 to the address specified below. The Contractor is responsible for shipping costs.
- (b) Contractor's Returns Facilities:  
Address:  
Contact Name:  
Telephone:  
Facsimile:  
Email:

## 2.12 Inability to Supply

- (a) In the event that the Contractor is unable to supply the Work in accordance with the terms and conditions of the Contract, whether as the result of vaccine discontinuation or for any other reason, the Contractor will provide a substitute product acceptable to the Identified User at a price no greater than firm unit price specified in Annex B.
- (b) Should the Identified User be required to purchase the Work from an alternate source at a higher price, the Contractor must reimburse the Identified User for the difference between the price paid to the alternate source and the firm unit price specified in Annex B.
- (c) Should the Identified User be required to purchase the Work from an alternate source, Canada reserves the right to adjust the Work.

## 2.13 Notice of Anticipated Shortage

- (a) The Contractor must notify the Contracting Authority when it becomes aware of a potential problem, delay, or event that may lead to a shortage of any of the quantities listed in Annex B. Such notice must include a description of the nature of the problem or delay or event, the anticipated impact on the requirements of the Contract, the steps being taken by the Contractor to rectify the situation or to minimize the impact on this Contract, and the expected date by which the shortage will be fully corrected.

## 2.14 Certifications

### 2.14.1 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.

### **2.14.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) - Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **2.15 Applicable Laws**

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

### **2.16 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;
- (d) Annex B: Basis of Payment;
- (e) Annex C: Identified Users;
- (f) the Contractor's bid dated \_\_\_\_\_,

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**ANNEX A – REQUIREMENT**

**1. Scope**

The Contractor must supply oseltamivir phosphate capsules in blister packs duly authorized for sale in Canada. Product will be used for seasonal and/or antiviral stockpiles; therefore product cannot be labelled as “for pandemic use only”.

**2. See Annex B Quantity**

Item	Firm Quantity (2020-21) in blister packs of 10	Option Quantity (2021-22) blister packs of 10
<i>Oseltamivir phosphate 75mg</i>	589,979	246,748
<i>Oseltamivir phosphate 45mg</i>	14,240	4,318
<i>Oseltamivir phosphate 30mg</i>	76,742	31,448

**3. Packaging**

Packaging for the Work must clearly indicate on packing slips and on the outside of outer packages and cartons, as applicable, the following:

- (a) On each package and carton:
  - (i) Contractor's Name;
  - (ii) Manufacturer's Brand Name;
- (b) On each package, carton, vial, ampoule, bottle, (if applicable) the following:
  - (i) Drug Identification Number (DIN) and NATO Stock Number (NSN) (if applicable);
  - (ii) Global Trade Identification Number (GTIN) (if applicable);
  - (iii) Lot Number; and
  - (iv) Expiry Date.
- (c) Identify the carton(s) which contain the packing slip.;
- (d) The Contractor must identify partly packed carton(s) and box(es).
- (e) Packaging is to be in accordance with good commercial standards to ensure safe arrival at destination. In addition to the Contract Requirement, the Contractor must ensure that all goods are properly labeled and packaged in compliance with BGTD Regulations.

**4. Market Prioritization**

Unless otherwise authorized in writing by the Contracting Authority, the Contractor agrees that Identified Users' requirements will be given priority over distribution to the private market in Canada.

**ANNEX B – BASIS OF PAYMENT**

**Pricing Information**

All prices are firm unit prices, in Canadian dollars, in Canadian dollars, transportation charges included, custom duties included; and where applicable, zero rated for Goods and Services Tax (GST) or Harmonized Sales Tax (HST). Provincial sales taxes are not applicable. Each firm unit price is applicable for all destinations in Canada.

Table B1

Item	Description	Total Estimated Firm Quantity (capsules) (A)	Unit of Issue (B)	Quantity by Unit of Issue (C)	Number of years of shelf life approved by Health Canada (i.e. at time of manufacture) (D)	*Number of years of shelf life remaining upon delivery. (must be at a minimum 24 months) (E)	Price per Unit of Issue (per blister pack)
1	Osetamivir phosphate 75mg DIN: _____	5,898,790 capsules	Blister pack of 10	589,979	_____	_____	\$ _____
2	Osetamivir phosphate 45mg DIN: _____	142,400 capsules	Blister pack of 10	14,240	_____	_____	\$ _____
3	Osetamivir phosphate 30mg DIN: _____	767,420 capsules	Blister pack of 10	76,742	_____	_____	\$ _____

**2. Estimated Delivery schedule – to be updated/ confirmed at contract award.**

Jurisdiction	# units of 75mg	# units of 45mg	#units of 30mg	Requested Delivery date	Best Delivery that can be offered (cannot exceed December 15, 2020)
DND	10,000	0	0	September 2020	
PHAC	97,000	0	0	June 2020	
AB	300	1,410	2,742	June 2020	
MB	2,500	0	3,500	April 2020 and Sept 2020	
NB	30,660	2,305	0	June 2020	
NS	5,883	262	0	June 2020	
PE	480	0	60	September 2020	
QC	412,902	8,108	62,484	June 2020	
SK	24,225	3,000	7,000	October 2020	
YK	6,029	424	956	June 2020	

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## **ANNEX C – IDENTIFIED USERS**

### **1. Federal Departments and Agencies:**

- (a) Department of National Defence
- (b) Public Health Agency of Canada

### **2. Provinces and Territories:**

- (a) Alberta / Alberta Health and Wellness
- (b) Quebec / Logistics Support Unit Inc. / SigmaSanté
- (c) Manitoba / Manitoba Health
- (d) New Brunswick / New Brunswick Department of Health
- (e) Newfoundland/Labrador / Department of Health & Community Services
- (f) Nova Scotia / Nova Scotia Department of Health and Wellness
- (g) Prince Edward Island / Provincial Pharmacy
- (h) Saskatchewan / Saskatchewan Disease Control Laboratory
- (i) Yukon / Whitehorse General Hospital

## ANNEX D – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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

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**ANNEX E – ELECTRONIC PAYMENTS INSTRUMENTS**

Canada requests that Bidders complete option 1 or 2 below:

1.  Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- 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)

2.  Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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