



**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

Title - Sujet Chiller Compressor	
Solicitation No. - N° de l'invitation 6D063-202942/A	Date 2020-10-20
Client Reference No. - N° de référence du client 6D063-202942	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-927-79218	
File No. - N° de dossier hp927.6D063-202942	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-11-05	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Takam(hp927), Maurice	Buyer Id - Id de l'acheteur hp927
Telephone No. - N° de téléphone (613) 297-3516 ()	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

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Vehicles & Industrial Products Division
140 O'Connor, Tower East
4th Floor
140 O'Connor, Tour Est
4ème étage
Ottawa
Ontario
K1A 0S5

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	Public Health Agency of Canada 110 Stone Rd. W Guelph, ON N1G 3W4	I - 1	Health Canada/PHAC Accounting Operations # West P2P Invoices 1015 Arlington Street Winnipeg, MB R3E 3R2



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	<p>Chiller Compressor Turbocor Compressor - Danfoss including installation by a skilled, factory-trained technician Model: TT300-A4-1-ST-N-0-NC Serial Number: 051020020 Smart Killtech O/S Software Model: 111036 Serial Number: 051020020</p> <p>• Your Offer: Model: _____ Serial number: _____</p>	D-1	I-1	34200	\$	\$	\$		See Herein	

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under the "Line Item Detail".

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

1.3 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.

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders are highly encouraged to transmit their bid electronically using the epost Connect service. Information on the epost Connect service can be found in Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

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

Delete: sixty (60) days

Insert: ninety (90) days

2.1.1 SACC Manual Clauses

B1000T	Condition of Material - Bid	2014-06-26
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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 in the bid solicitation.

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.

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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.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid](#)

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Challenge and Recourse Mechanisms” contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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 separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

- 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 (2 hard copies)
Section IV: Additional Information (2 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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.

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:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

3.1.1 Equivalent Products

No substitute or equivalent product will be accepted for the present requirement. Please see Annex "A" – Statement of Requirement for details

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6.

The Bidder must submit firm unit prices in "Line Item Detail". Prices should not be indicated in any other section of the bid.

The price quoted must include the installation costs at 110 Stone Rd. W., Guelph, ON by a skilled, factory-trained technician

3.1.3 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.

3.1.4 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/450-eng.html) (http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html), 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.
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](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html), 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.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

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3.1.5 Delivery Date

While delivery and installation of the compressor are requested by 30 November 2020, the best delivery that could be offered is:

Item 001: Qty one (1) Turbocor Compressor – Danfoss including installation by a skilled, factory-trained technician will be delivered within _____ **Weeks/Calendar days** from the effective date of the contract.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria - Part Number and NSCM/CAGE

Bidders must indicate the Part Number and the NSCM/CAGE they are offering.

4.1.2. Financial Evaluation

4.1.2.1 Mandatory Financial Evaluation Criteria

- a) The price of the bid must be in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra.
- b) The price of the bid must include the installation costs at 110 Stone Rd. W., Guelph, ON by a skilled, factory-trained technician.
- c) Financial bids must not contain conditional pricing.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price by item will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.3.1 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.

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.

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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 purchase 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

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PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirement

There is no security requirement applicable to this contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Line Item Detail".

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 (2020-05-28) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

The Contractor must make the delivery as follows:

Item 001: Qty one (1) Turbocor Compressor – Danfoss including installation by a skilled, factory-trained technician must be delivered on or before _____
(Date to be inserted by the Contracting Authority at time of contract award.)

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Maurice Takam
Supply Specialist
Public Works and Government Services Canada - Acquisitions Branch
Industrial Products and Vehicles Procurement Directorate (IPVPD)
Vehicles and Industrial Products Division - HP
140 O'Connor Street, Ottawa, ON, K1A 0S5
Telephone: 613-297-3516

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E-mail: maurice.takam@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____ *(To be inserted by PWGSC at time of contract award.)*
Title: _____
Organization: _____
Address _____

Telephone: ____ - ____ - ____
E-mail: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____ *(To be inserted by PWGSC at time of contract award.)*
Title: _____
Organization: _____
Address _____

Telephone: ____ - ____ - ____
E-mail: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all

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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.

6.5.4 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries

Name: _____ (To be completed by the bidder.)

Title: _____

Telephone: ____ - ____ - ____

E-mail: _____

Delivery follow-up

Name: _____ (To be completed by the bidder.)

Title: _____

Telephone: ____ - ____ - ____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment -Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid a firm unit price, as specified in "Line Item Detail".

All firm unit prices in Canadian dollars must be Delivery Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise taxes where applicable, 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

6.6.2 Electronic Payment of Invoices – Contract

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

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- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.6.3 SACC Manual Clauses

H1000C	Single Payment	2008-05-12
C3015C	Exchange rate fluctuation adjustment	2017-08-17

6.7 Invoicing Instructions

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.

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the consignee for certification and payment;
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) One (1) copy must be forwarded to the following address:

Health Canada / PHAC
Accounting Operations # West
P2P Invoices
1015 Arlington Street
Winnipeg, MB R3E 3R2

Note 1: Invoices of Delivered Duty Paid, Incoterms 2000 contract will not be submitted prior to shipment of materiel.

6.8 Certifications

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply

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will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2020-05-28) General Conditions - Goods (Medium Complexity);
- (c) Line Item Detail;
- (d) Annex "A" – Statement of Requirement
- (e) the Contractor's bid dated _____

6.11 SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9068C	Government Site Regulations	2010-01-11
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2017-08-17
D3010C	Delivery of Dangerous Goods / Hazardous Products	2016-01-28
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

6.12 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.13 Preparation for Delivery

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The equipment must be serviced, adjusted, delivered and installed in condition for immediate use by the Health Canada's personnel at the final delivery location.

Any attempt by the Contractor to deliver and install the equipment will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. When the Contractor is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

6.14 Condition of Material - Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

6.15 Shipping Instructions - DDP Destination

Goods must be consigned and delivered to the destination specified in the contract:

Incoterms 2000 "DDP Delivered Duty Paid" Guelph, ON.

6.16 Dispute Resolution

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

(b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

(c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A" - STATEMENT OF REQUIREMENT

REQUIREMENT

The National Microbiology Laboratory (NML) Guelph has a requirement for the supply and installation of one (1) Turbocor chiller compressor manufactured by Danfoss. The chiller is currently 50% operational. The chiller system was installed in 2005 using a new patented oil less technology manufactured by Danfoss. The system offered exceptional energy efficiencies. Recently the compressor has experienced demagnetization of the impeller shaft leading to shutdowns in the main cooling system of the laboratory. Replacement of the compressor has been identified as the only solution to rectify this issue.

General Specifications

Equipment Details

The NML Guelph is currently operating a custom built chiller using a TurboCor compressor manufactured by Danfoss and controlled by a Smardt Killtech O/S software. The replacement compressor must be a TurboCor Compressor manufactured by Danfoss and must be new factory equipment only.

Make	Model	Serial Number
Turbocor Compressor – Danfoss	TT300-A4-1-ST-N-0-NC	051020020
Smardt Killtech O/S Software	111036	051020020

Installation

The new Turbocor chiller compressor manufactured by Danfoss must be installed by a skilled, factory-trained technician at 110 Stone Rd. W., Guelph, ON. These activities must follow the industry-accepted procedures and all legislative and regulatory provisions applicable to the performance of the work.

The work is to include:

- Replacement of the compressor during regular business hours
- Setup and start-up to verify operation

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Following the completion of work, prepare a written report on the work performed and reading taken. Submit a copy of the report to the Project Authority within ten (10) working days of completion of work.

The Contractor must, upon notice from the Project Authority, rectify at the Contractor's expense, any defect which appears in the work within twelve (12) months of the date of completion of the work.

The Contractor must inform the Project Authority of any product defect or damage the Contractor may come across or cause in the performance of the work.

The Contractor must arrive on-site with all required material and equipment to complete the work to prevent extended down time.

Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.

The Contractor's resources will be able to read blueprints and specification documents.

The Contractor is responsible for the assembly, erection and/or installation of material and personnel handling devices, scaffolds, ropes, slings and hoists when required, in order to perform the work.

The Contractor will:

- a) Perform work with minimum disturbance to occupants, public and normal use of premises.
- b) Protect existing equipment from damage

Where necessary, cover furniture and fittings in work areas prior to commencement of work; remove covers upon completion of work.

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ANNEX "B" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);