RETURN BIDS TO: RETOURNER LES PROPOSITIONS À:

Public Prosecution Service of Canada Service des poursuites pénales du Canada 284, rue Wellington Street Place Bell Centre Ottawa Ontario K1A 0H8

Attn: Caroline Richard

Caroline.richard@ppsc-sppc.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Prosecution Service of 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 thereof.

Proposition aux: Service des poursuites pénales du 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-annexées, au(x) prix indiqué(s).

Instructions : See Herein Instructions: Voir aux présentes

Issuing Office - Bureau de distribution

Public Prosecution Service of Canada Service des poursuites pénales du Canada Acquisitions Division 284 Wellington Street Place Bell Centre Ottawa, ON K1A 0H8

Title - Sujet	
Anti-theft luggage and bags	
Solicitation No. – N° de l'invitation	Date
1000029204	February 3, 2021
Solicitation Closes – L'invitation	Time Zone
prend fin at - à : 2 :00 PM	Fuseau horaire
on / le - Thursday, February 18,	
2021	EDT
F.O.B F.A.B.	
1.0.b 1.A.b.	
Plant-Usine: ☐ Destination: ⊠	Other-Autre:
Address Enquiries to: - Adresser tou	ites questions à:
•	•
caroline.richard@ppsc-sppc.gc.d	a
Telephone No. – N° de téléphone :	
receptione 140. – 14 de teleptione :	
343-552-1920	
Destination - of Goods, Services, an	d Construction:
Destination - des biens, services et	construction :
See Herein	
Delivery required - Livraison exigée	
Donvory roquirou Envidicon exigee	
See Herein	
Vendor/firm Name and address	
Raison sociale et adresse du fournis	saurida l'antropropour
Raison sociale et auresse un fournis	seur/de i entrepreneur
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized	to sign on behalf of
Vendor/firm	to orgin on bonan or
Nom et titre de la personne autorisée	e à signer au nom du
fournisseur/de l'entrepreneur	a orginor da moni da
(type or print)/ (taper ou écrire en ca	ractères d'imprimerie)
<u> </u>	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include Annex A - Requirement, Annex A-2 – Specifications, Annex B - the Basis of Payment,

1.2 Summary

The Public Prosecution Service of Canada (PPSC) as a requirement to purchase anti-theft bags and briefcases in accordance with Annex A- Requirement.

1.3 Trade Agreements

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

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.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Public Prosecution Service of Canada (PPSC)
Acquisition officer: caroline.richard@ppsc-sppc.gc.ca

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

- **2.5.1** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- **2.5.2** 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 Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - a. Office of the Procurement Ombudsman (OPO), and
 - b. Canadian International Trade Tribunal (CITT)
- **2.5.3** 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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

Canada requests that bidders provide their bid in separately bound sections as follows:

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

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.

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) Formatted to print on 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.
- (c) bids will be accepted in Portable Document Format (.pdf) or Microsoft Word (.doc)

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). 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Annex B - Basis of Payment

3.1.2 Electronic Payment of Invoices - Bid

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

If Annex F 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.

3.1.3 **Exchange Rate Fluctuation**

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Bidders must demonstrate their compliance with all specifications detailed in Annex A-2.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Bidders must provide with their bid all financial information requested in the bid solicitation at Annex B – Basis of Payment.

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 aggregate price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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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 Integrity declaration form available on the <u>Forms for the Integrity Regime</u> 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 specified 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 <u>Ineligibility and Suspension Policy</u> (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 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 **5.2.3.1** Product Conformance

The Bidder certifies that all bags proposed conform, an of the contract, to all technical specifications of Annex at the bid from meeting all mandatory technical evaluation	A- Requirement. This certification does not relieve
Bidder's authorized representative 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 Requirement

There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

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

6.2.1 Optional Goods and/or Services

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

The option may be exercised at the discretion of Canada in whole or in part or in more than one occasion, up to the maximum quantity identified herein.

6.2.2 Equivalent Products

- 1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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

2030 (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

6.4 Term of Contract

The contract is from award date to March 31st, 2023.

6.4.1 Delivery

All the firm deliverables must be received on or before March 31st, 2021.

6.4.4 Delivery - Optional quantities

All optional quantities must be received within 45 calendar days from receipt of the request from the Project Authority.

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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 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Caroline Richard Title: Acquisition Officer

Public Prosecution Service of Canada Finance and Acquisitions Directorate

Address: 160 Elgin Street, 12th floor, Ottawa ON K1A 0H8

Telephone: 343-552-1920

E-mail address: caroline.richard@ppsc-ppsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: (to be inserted at contract award)

Name:	
Title <i>:</i>	
Organization <i>:</i> _	
Address:	
Telephone:	
acsimile:	
-mail address	

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

6.5.3 Contractor's Representative (to be filled at contract award)

Name:	
Title <i>:</i>	
Organization:	
Address:	
Telephone: _	
Facsimile:	
E-mail address	S:

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

6.6.3 Method of Payment – Multiple payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.6.4 Electronic Payment of Invoices - Contract

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

a. (to be filled at contract award);

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.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

PPSC.AdminInvoices-FacturesAdmin.SPPC@ppsc-sppc.gc.ca

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6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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) the general conditions 2030 (2020-05-28);
- (c) Annex A, Requirement;
- (d) Annex A-2, Specifications;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated ______, (insert date of bid)

6.11 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".

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ANNEX "A" - REQUIREMENT

1. Scope

The Public Prosecution Service of Canada has a requirement for Anit-theft wheeled carry-on luggage, 45L Carry-on travel backpacks and briefcases.

2. Supply Products

See Annex A2 - Specifications.

3. Pre-production sample

Pre-production sample must be completely representative of the final product, being made from parts and materials as specified and by equipment and process that will be used in quantity production. The supplier must make one complete pre-production sample available to the Technical Authority in accordance with the Statement of Requirements and its references.

3. Delivery

The following definitions form part of this Contract:

- **3.1** During Normal Business Hours is defined as from 0800 to 1700 hours, Monday through Friday except Federal Government Statutory Holidays.
- **3.2** The delivery will be done during Business Hours.

3.3 Delivery address:

Public Prosecution Service of Canada Administrative Services - Security Group 160 Elgin Street, Place Bell, 12th Floor, Ottawa, ON K2P 2C4 Attn: David Melbeuf, Security Officer

ANNEX A-2 - SPECIFICATIONS

	ITEMS	MATERIALS	DIMENSIONS (HxWxD)	VOLUME	MORE SPECIFICATIONS
Donate	Venturesafe EXP21 Anti-theft wheeled Carry-On Luggage	300D Polyester (Main) 200D Polyester (lining)	22.8 x 15.0 x 9.8 in	41.50L	Wire reinforced straps & belts and a removable / lockable padded laptop sleeve. The laptop sleeve is designed to be closed and locked using a stainless steel wire and padlock. It can be locked while inside the bag or outside the bag.
	Venturesafe EXP45 Anti-theft Carry-on Travel BackPack	400D ECONYL regenerated nylon dobby (Main) 150d recycled polyester (lining)	21.7 x 13.8 x 8.7 in	45L	Wire reinforced straps & belts and a removable / lockable padded laptop sleeve. The laptop sleeve is designed to be closed and locked using a stainless steel wire and padlock. It can be locked while inside the bag or outside the bag.
	Unbox Therapy X Anti-theft Briefcase	1000D Polina With Wax coating (Main) 150D Recycled polyester (lining)	12.2 x 15.8 x 5.1 in	19L	Wire reinforced straps & belts and a removable / lockable padded laptop sleeve. The laptop sleeve is designed to be closed and locked using a stainless steel wire and padlock. It can be locked while inside the bag or outside the bag.



ANNEX "B" - BASIS OF PAYMENT

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The Contractor certifies that their submission included all components and quantities required and identified in their quote.

Table 1 - Initial contract period from Contract award to March 31st, 2021

Item	Description Description	Firm Quantity	Unit Price	Total
1	Anti-theft wheeled Carry-On Luggage	50	\$ to be filled by bidder	\$ to be filled by bidder
2	Anti-theft 45L Carry-on Travel BackPack	50	\$ to be filled by bidder	\$ to be filled by bidder
3	Anti-theft Briefcase	50	\$ to be filled by bidder	\$ to be filled by bidder
4	Shipping		\$ to be filled by bidder	\$ to be filled by bidder
	Subtotal			\$ to be filled by bidder
	Applicable taxes			\$ to be filled by bidder
		\$ to be filled by bidder		

Table 2 – Optional quantity from April 1st, 2021 to March 31st, 2023

Item	Description	Estimated Unit Price quantity		Total
1	Anti-theft wheeled Carry-On Luggage	Up to 50	\$ to be filled by bidder	\$ to be filled by bidder
2	Anti-theft 45L Carry-on Travel BackPack	Up to 50	\$ to be filled by bidder	\$ to be filled by bidder
3	Anti-theft Briefcase	Up to 50	\$ to be filled by bidder	\$ to be filled by bidder
4	Shipping		\$ to be filled by bidder	\$ to be filled by bidder
	Subtotal			\$ to be filled by bidder
	Applicable taxes			\$ to be filled by bidder
	TOTAL			\$ to be filled by bidder



ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS

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ELECTRONIC PAYMENT INSTRUMENTS