

NATIONAL CAPITAL COMMISSION  
COMMISSION DE LA CAPITALE NATIONALE

**Tender / Contract Form**

**All-Terrain Telescopic Variable Reach  
Forklift**

NCC TENDER FILE #:	<b>ES019</b>
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<b>ADDRESS INQUIRIES TO:</b> Emilie Scheckman, Sr. Contract Officer (613) 239-5678 ext 5687 <a href="mailto:emilie.scheckman@ncc-ccn.ca">emilie.scheckman@ncc-ccn.ca</a>	<b>CONTRACT NO.: (NCC use only)</b>
<b>BID CLOSING DEADLINE:</b> May 25, 2022 at 3:00pm Eastern Daylight Time	
<b>RETURN TENDERS TO</b> Submit offer on this Tender Form and return to:  <b>Tenders must be submitted by email</b>	<b>Procurement Services National Capital Commission</b>  <a href="mailto:Bids-Soumissions@ncc-ccn.ca">Bids-Soumissions@ncc-ccn.ca</a>  <b>Please refer to NCC Tender file # ES019</b>  <b>Note:</b> the email attachment size is set at a maximum of 30 MB
<b>DESCRIPTION OF GOODS:</b> Supply & deliver F.O.B. Destination: <ul style="list-style-type: none"><li>- One (1) all-Terrain Telescopic Variable Reach Forklift</li><li>- One (1) General-Purpose Bucket</li><li>- One (1) set of 48-inch pallet forks</li><li>- One (1) Hydraulic Quick Attachment</li></ul>	<b>DELIVERY LOCATION:</b> F.O.B. Destination:  1740 Woodroffe Avenue Ottawa, Ontario



## Tender / Contract Form

### All-Terrain Telescopic Variable Reach Forklift

NCC TENDER FILE #:

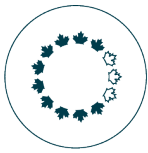
**ES019**

#### I. OFFER

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply and deliver the goods in accordance with the Terms of Reference and terms and conditions **for the all-inclusive firm prices as set out in section III herein.**

#### II. GENERAL AGREEMENT The Contractor agrees:

1. that the goods, as per the Terms of Reference and Mandatory Requirements, are requested **three (3) months from contract award.**
2. to deliver the goods as per Terms of Reference and Mandatory Requirements to **1740 Woodroffe Avenue, Ottawa, Ontario.**
3. that this Offer and Agreement, together with the Terms of Reference, Mandatory Requirements, Appendices, the Instructions to Bidders, the General Conditions and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 90 days from the Tender Closing Time shown hereon.
5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.
6. that the Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



**Tender / Contract Form**

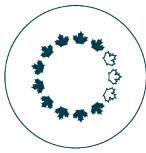
**All-Terrain Telescopic Variable Reach  
 Forklift**

NCC TENDER FILE #:	<b>ES019</b>
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**III. PRICING**

The Contractor agrees that the following are the all-inclusive firm prices referred to in Clause I:

Item	Description	All-inclusive firm price (excluding tax)
	Enter below the make, model and year of the proposed all-terrain telescopic variable reach forklift as per Terms of Reference and Mandatory Requirements:  <b>All-Terrain Telescopic Variable Reach Forklift</b>  Make: _____  Model: _____  Year: _____	
1	<b>One (1) all-Terrain Telescopic variable reach forklift</b> as per the Terms of Reference and Mandatory Requirements	\$
<b>Attachments</b>		
2	<b>One (1) General-Purpose Bucket</b> as per the Terms of Reference and Mandatory Requirements	\$
3	<b>One (1) set of 48-inch pallet forks</b> as per the Terms of Reference and Mandatory Requirements	\$
4	<b>One (1) Hydraulic Quick Attachment</b> as per the Terms of Reference and Mandatory Requirements	\$
5	<b>Delivery (FOB Destination)</b> as per the Terms of Reference and Mandatory Requirements	\$
<b>SUB-TOTAL (Item 1+2+3+4+5)</b>		\$
<b>13% HST</b>		\$
<b>TOTAL</b>		\$



## Tender / Contract Form

### All-Terrain Telescopic Variable Reach Forklift

NCC TENDER FILE #:

**ES019**

#### IV. BASIS OF AWARD

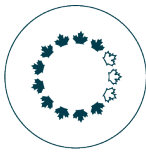
Basis of award will be the bidder who meets all of the mandatory requirements, the terms and conditions, and, who offers the NCC the lowest total evaluated price. The NCC reserves the right to review all of the items proposed by the lowest bidder prior to award. The NCC also reserves the right to cancel this tender and/or re-issue the tender in its original or revised form, and, to negotiate with the successful bidder and/or all bidders.

#### V. INVOICING

- Payment will be made following receipt, delivery and acceptance of goods.
- The Contractor will have the right to receive payment within 30 days after the technical representative has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has delivered the said goods and has observed the terms of the contract.
- The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder must complete in its entirety the T1204 tax form before awarded a contract.
- All invoices are to make reference to the **Commission Contract Number xxxxxx (6 digit number on page 1 once a contract is executed between the Contractor and the Commission)** and be forwarded by email to [pavables@ncc-ccn.ca](mailto:pavables@ncc-ccn.ca) in Adobe (.pdf) format.
- To ensure prompt payment, please prepare your invoice in accordance with the price(s) quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the contract number.

#### VI. ENQUIRIES

Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer, [emilie.scheckman@ncc-ccn.ca](mailto:emilie.scheckman@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received no later than seven (7) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.



## Tender / Contract Form

### All-Terrain Telescopic Variable Reach Forklift

NCC TENDER FILE #:

**ES019**

#### VII. BID PREPARATION INSTRUCTIONS

The NCC requests that bidders submit their bid to the NCC in separate sections as follows:

- Email #1: Technical Bid (See Appendix A of the Terms of Reference)
- Email #2: Financial Bid (See Section III-Pricing. Prices must appear in the financial bid only)

#### VIII. AUTHORITIES

##### **NCC Senior Contract Officer**

The NCC Senior Contract Officer responsible for this contract is:

Emilie Scheckman

National Capital Commission

Telephone: 613 239-5678 ext.5687

E-mail address: [emilie.scheckman@ncc-ccn.ca](mailto:emilie.scheckman@ncc-ccn.ca)

The Senior Contract Officer is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing the appropriate NCC delegated Contracting Authority. The Consultant 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 Senior Contract Officer.

##### **NCC Client Representative**

The NCC Client Representative for the Contract is:

*(To be inserted at Contract award)*

National Capital Commission

Telephone: *(To be inserted at Contract award)*

E-mail address: *(To be inserted at Contract award)*

The NCC Client Representative is the representative of the NCC 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 NCC Client Representative; however, the NCC Client Representative 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 Senior Contract Officer.

##### **Contractor's Representative**

##### **General enquiries**

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

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

E-mail address: \_\_\_\_\_



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**All-Terrain Telescopic Variable Reach  
 Forklift**

**Delivery follow-up**

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

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

E-mail address: \_\_\_\_\_

**IX. PRIORITY OF DOCUMENTS**

If there is a discrepancy between or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- (1) Any amendment or variation to the contract documents;
- (2) This tender/contract form;
- (3) General Conditions;
- (4) Terms of Reference;
- (5) The Contractor's Bid dated \_\_\_\_\_.

**X. ADDENDUM ACKNOWLEDGEMENT**

I/We acknowledge receipt of the following addenda \_\_\_\_\_ (Bidder to enter number of addenda issued, if any) and have included for the requirement of it/them in my/our tendered price.

**We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the goods listed above and on any attached sheets at the submitted price(s).**

Name and address of Contractor :	Signature(s):
Tel-Tél:	Title:
E-mail:	Date:

*Accepted & executed on behalf of the Commission on the following date:* \_\_\_\_\_

<b>COMMISSION USE ONLY          NCC SIGNATURE ONLY</b>	<b>TITLE</b>
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# **National Capital Commission**

## **Terms of References**

### **Purchase of an All-Terrain Telescopic Variable Reach Forklift**

SPRING 2022

# National Capital Commission

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## Purchase of an All-Terrain Telescopic Variable Reach Forklift

### 1.0 Purpose

The National Capital Commission (NCC) is proceeding with a request for proposals for the supply and delivery of one (1) all-terrain telescopic variable reach forklift that will be in use at the Woodroffe warehouse facility. The product offered shall be new and model of the most current production.

### 2.0 National Capital Commission

The NCC is a Crown corporation of the Government of Canada, and its mission is to ensure that Canada's Capital Region is of national significance and a source of pride for Canadians.

### 3.0 Background

The NCC warehouse facility, located at 1740 Woodroffe Avenue, provides short and long-storage of various assets and an inventory of material for NCC construction projects, special events and commemorations, program and activity equipment, etc.

An all-terrain telescopic variable reach forklift is required to replace the forklift currently in use at the warehouse.

The all-terrain telescopic variable reach forklift will operate during extended periods of time, navigate on rutted ground and uneven terrain for a variety of applications, in all types of weather conditions, up and down steep grades.

### 4.0 Standards and Regulations

The all-terrain telescopic variable reach forklift shall conform with all applicable laws, relations and industrial standards governing manufacturers, safety, noise levels and pollution in effect in Canada at the time of manufacture.

- Canadian Motor Vehicle safety Regulation – Transport Canada <https://www.tc.gc.ca/eng/acts-regulations/regulations-crc-c1038.htm>
- Canada Occupational Health and Safety Regulations – Justice Canada <https://laws-lois.justice.gc.ca/eng/regulations/sor-86-304/index.html>

Safety Standards for Lift Trucks – Canadian Standards Association [B335-15 \(R2020\) | Product | CSA Group](#)

### 5.0 General Requirements

The NCC requires the supply and delivery (FOB destination) of an industrial-type certified four-wheel drive, all terrain, diesel telescopic variable reach forklift with a minimum 7,000 pounds rated lift capacity. The all-terrain telescopic variable reach forklift must be of a conventional and heavy-duty construction design and come complete with one (1) set of 48-inch pallet forks, one (1) general-purpose bucket and one (1) hydraulic quick attachment. The



## National Capital Commission

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### Purchase of an All-Terrain Telescopic Variable Reach Forklift

hydraulic quick attachment must have the capacity to quick attach the 48-inch pallet forks, the general-purpose bucket, as well as a currently owned Reactor Plow - Model # P/N SB308JCBQ, S/N 151067-01-01, 950 LB.

NOTE: The 48-inch pallet forks, the general-purpose bucket and the hydraulic quick attachment are requirements of this bid; the Reactor plow **is not**.

The all-terrain telescopic variable reach forklift must be the standard product of the manufacturer, differing there from only in respect where necessary to meet specific requirements of these Terms of Reference. The component parts of the unit need not be products of the same manufacturer. Design and construction must be such that the all-terrain telescopic variable reach forklift can withstand continuous operation. This includes lifting and transporting capacity loads with forks, general purpose bucket and currently owned 8-foot Reactor plow. It also includes operation in the open air under all weather conditions. Components, particularly of the electrical, fuel, and exhaust systems must resist the harmful effects of dust and water. The design of the all-terrain telescopic variable reach forklift must permit ready accessibility for servicing, replacement, and adjustment of component parts and accessories, with minimum disturbance of other elements.

The forklift must be delivered to the Woodroffe warehouse located at 1740 Woodroffe avenue, Ottawa, Ontario.

#### 6.0 Specific Requirements

- All-terrain telescopic variable reach forklift
- Multi-usage (lifting, pushing-plowing, digging) and full condition usage (indoor/outdoor, uneven terrain, summer/winter, mud and snow tires)
- Lift Capacity – No less than 7,000 lbs
- Boom – Hose burst protection built in; quick release couplers; two or three stage telescoping type.
- Axle – Four Wheel Drive
- Steering Capability – Two-wheel, four-wheel and crab steering
- Transmission – Dual speed hydrostatic
- Engine – Diesel; certified to US EPA Tier 4 final without the use of a DPF, DEF or DOC; fuel/water separator with drain incorporated into fuel system; anti-freeze protection to -35 degrees Celsius; equipped with block heater;

## National Capital Commission

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### Purchase of an All-Terrain Telescopic Variable Reach Forklift

- Operator Cab – Standard seatbelt; upholstered seat; variety of seating options to accommodate operators and application; roll over protection of operator compartment; roof window screen with protective bars for operator's compartment; single joystick boom control; joystick function equipped with manual disengage switch located inside cab and within operator reach while seated; unit equipped with hour (run-time) meter and fuel gauge, audible alarm and/or individual indicator lights and/or gauge for high engine temperature, high transmission temperature, battery charge, low engine oil pressure, low transmission oil pressure, air cleaner blocked; operator cab equipped with face level adjustable in both speed and position; clear audible backup alarm and external safety beacon; external front facing work lights and single external rear facing work light.
- Hydraulic Quick Attachment – Capacity to quick attach a general-purpose bucket, currently owned Reactor plow (model # P/N SB308JCBQ, S/N 151067-01-01, 950 LB) and 48-inch pallet forks. Please see Appendix B for more information on the currently owned Reactor plow (model # P/N SB308JCBQ, S/N 151067-01-01, 950 LB).
- Attachments – One (1) general purpose bucket and one (1) set of 48-inch pallet forks.

#### 7.0 Warranty

The supplier warrants to the owner that the all-terrain telescopic variable reach forklift furnished under the specifications will be in good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of 2000 hours or 24 month (s) (whichever occurs first) from the date of acceptance. Such replacement shall include all parts, labor, and travel to user's facility and be free of charge to the owner or their representative. On-site repairs must be performed within 24 hours of call in. During the warranty period, a successful contractor must supply a replacement lift with the same specifications, if it is to be down for more than 72 hours.

# National Capital Commission

## Purchase of an All-Terrain Telescopic Variable Reach Forklift

### APPENDIX A

#### Mandatory Requirements

#### **MANDATORY ITEMS:**

- I. Bidders must demonstrate full compliance with the following mandatory requirements by providing a detailed description-information document and/or providing an explanation that clearly demonstrates full compliance.
- II. Bidder's must indicate the page number of the information relevant to the mandatory requirements.

<b>MANDATORY ITEMS</b>	<b>Mandatory Requirement Met? Yes or No</b>	<b>Page Number</b>
1. All-Terrain Telescopic Variable Reach Forklift		<b>Page:</b>
2. Multi-usage (lifting, pushing-plowing, digging) and full condition usage (indoor/outdoor, uneven terrain, summer/winter, mud and snow tires)		<b>Page:</b>
3. Lift Capacity – No Less than 7,000 lbs		<b>Page:</b>
4. Boom <ul style="list-style-type: none"><li>• Hose burst protection built in</li><li>• Quick release couplers</li><li>• Two or three stage telescoping type</li></ul>		<b>Page:</b>
5. Axle – Four Wheel Drive		<b>Page:</b>
6. Steering Capacity – Two wheel, four-wheel and crab steering		<b>Page:</b>
7. Transmission – Dual speed hydrostatic		<b>Page:</b>
8. Engine <ul style="list-style-type: none"><li>• Diesel</li><li>• Certified to US EPA Tier 4 final without the use of a DPF, DEF or DOC</li><li>• Fuel/water separator with drain incorporated into fuel system</li><li>• Anti-freeze protection to -35 degrees Celsius</li><li>• Equipped with block heater</li></ul>		<b>Page:</b>

## National Capital Commission

### Purchase of an All-Terrain Telescopic Variable Reach Forklift

<p>9. Operator Cab</p> <ul style="list-style-type: none"> <li>• Standard seatbelt</li> <li>• Upholstered seat</li> <li>• Variety of seating options to accommodate operators and application</li> <li>• Roll over protection of operator compartment</li> <li>• Roof window screen with protective bars for operator's compartment</li> <li>• Single joystick boom control</li> <li>• Joystick function equipped with manual disengage switch located inside cab and within operator reach while seated</li> <li>• Unit equipped with hour (run-time) meter and fuel gauge</li> <li>• Audible alarm and/or individual indicator lights and/or gauge for high engine temperature, high transmission temperature, battery charge, low engine oil pressure, low transmission oil pressure, air cleaner blocked</li> <li>• Operator cab equipped with face level adjustable in both speed and position</li> <li>• Clear audible backup alarm and external safety beacon</li> <li>• External front facing work lights and single external rear facing work light</li> </ul>		<p><b>Page:</b></p>
<p>10. Hydraulic Quick Attachment – Capacity to quick attach a general-purpose bucket, currently owned Reactor plow (Model # P/N SB308JCBQ, S/N 151067-01-01, 950 LB) and 48-inch pallet forks. Please see Appendix B for more information on the currently owned Reactor plow (Model # P/N SB308JCBQ, S/N 151067-01-01, 950 LB).</p>		<p><b>Page:</b></p>
<p>11. Attachments</p> <ul style="list-style-type: none"> <li>• One (1) general purpose bucket</li> <li>• One (1) set of 48-inch pallet forks</li> </ul>		<p><b>Page:</b></p>

National Capital Commission

Purchase of an All-Terrain Telescopic Variable Reach Forklift

APPENDIX B

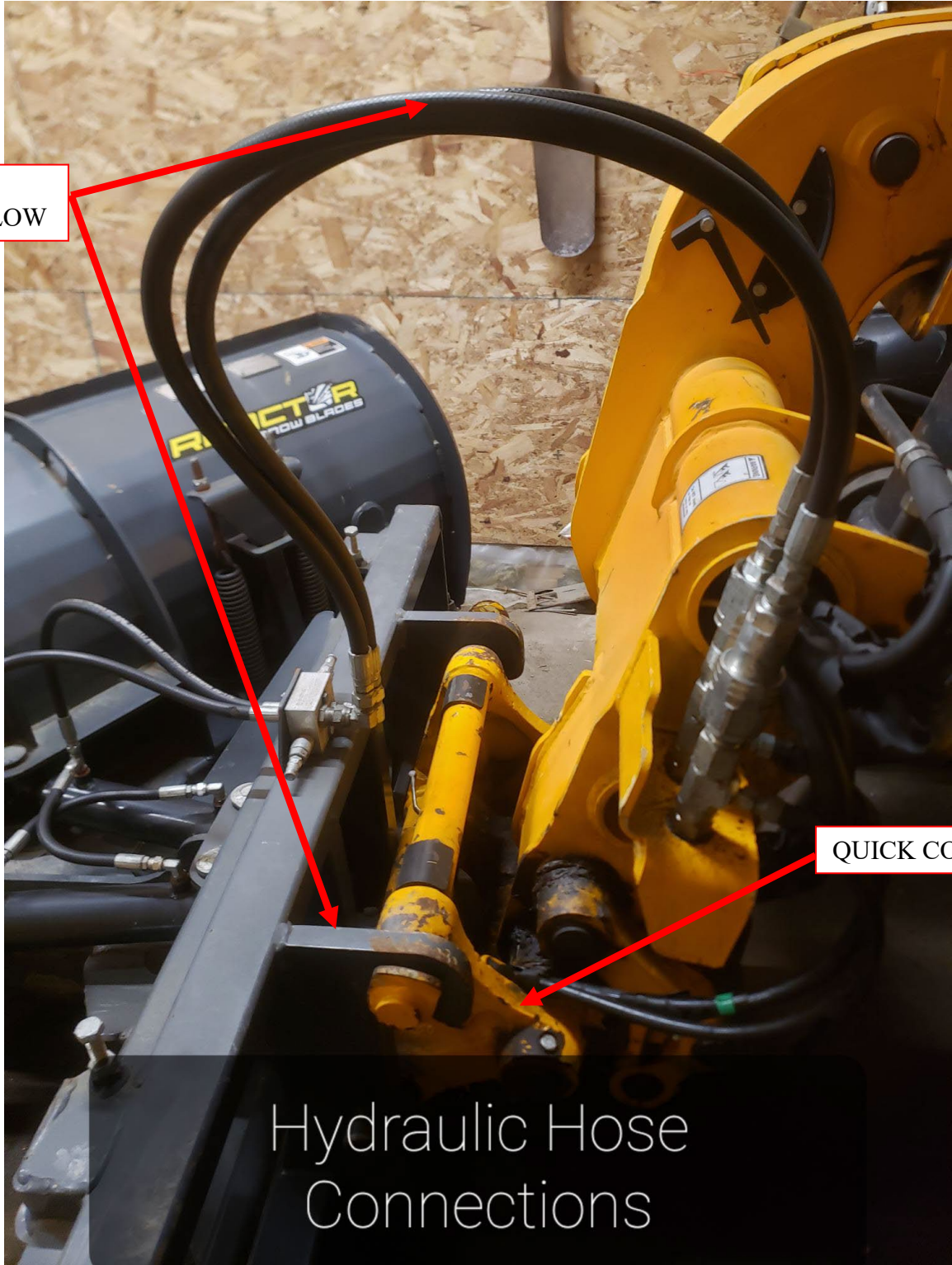
Currently Owned Reactor Plow

Model # P/N SB308JCBQ, S/N 151067-01-01, 950 LB

PART OF  
REACTOR PLOW

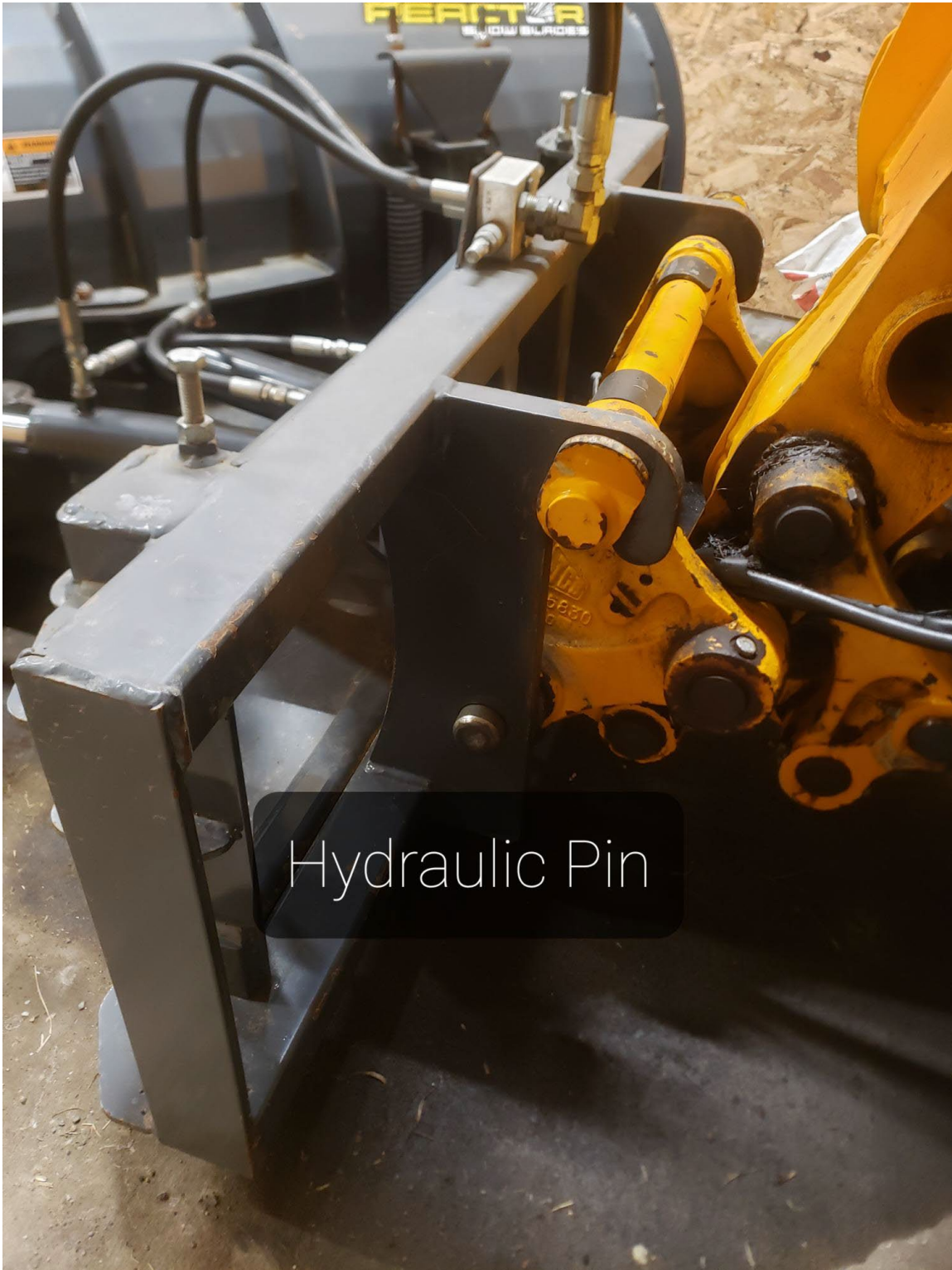
QUICK CONNECT

Hydraulic Hose  
Connections



National Capital Commission

Purchase of an All-Terrain Telescopic Variable Reach Forklift



Hydraulic Pin

## National Capital Commission

### Purchase of an All-Terrain Telescopic Variable Reach Forklift



Width of Plow



NATIONAL CAPITAL COMMISSION  
COMMISSION DE LA CAPITALE NATIONALE

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**GOODS CONTRACTS**  
**Instructions to Tenderers**

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**1. Address**

The tender shall be sent **By email to:** [Bids-Soumissions@ncc-ccn.ca](mailto:Bids-Soumissions@ncc-ccn.ca).

The NCC requests that bidders submit their bid to the NCC in separate sections as follows:

- **Email #1: Technical Bid** (See Appendix A of the Terms of Reference)
- **Email #2: Financial Bid** (See Section III-Pricing. Prices must appear in the financial bid only)

**2. Delivery of Tenders**

Tenders must be received by the National Capital Commission on or before the exact time and date set for their reception indicated on the title page (Page 1) of this bid solicitation. Care must be taken to email tenders in good time as tenders received after the specified time and date will not be accepted or considered.

**3. Unacceptable Tenders**

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

Tenders received after the tender closing date and time.

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

**4. Revision of Tenders**

The tenderer may revise his tender by email received before the tender closing date and time.

Changes must be clearly identified.

**5. Completion of Tender and Contract Form**

Insert the price and apply GST and PST where applicable before calculating the Total Amount.

PST is calculated on applicable Provincial legislation at the delivery location.

Type or legibly print the tenderer's full business name, address and telephone number under the spaces provided.

Sign the Tender /Contract form in the space provided as indicated below.

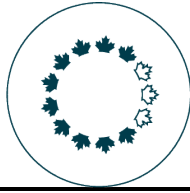
The tender must be signed by a duly authorized signing officer of the Company in his/her normal signature designating against his/her signature the official capacity in which the signing officer acts. The corporate seal of the company, if any, must also be affixed to the tender.

Do not make any entry in the signature section marked for Commission use only.

**6. Applicable Laws – Bid**

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





# NATIONAL CAPITAL COMMISSION

## COMMISSION DE LA CAPITALE NATIONALE

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### GOODS CONTRACTS

#### General Conditions

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1. This order, including these general terms and conditions, forms the entire contract between the Commission and the contractor and no variation thereof, irrespective of the wording or terms of the contractor's acceptance, will be effective unless specifically agreed to in writing by the Commission. No local, general or trade customs shall be deemed to vary the terms thereof. Where the context requires, the word "goods" is to be read as including services.
2. Goods will be received by the Commission subject to final inspection and acceptance by the consignee, specified in this order and if not so specified, by any person authorized by the Commission. Goods found to be defective or not in compliance with the specifications may be returned to the contractor at the contractor's expense.
3. In supplement of and not by way of substitution for the terms of the specifications or any warranty stipulated or implied by law and notwithstanding prior acceptance by the Commission the contractor shall at any time within its standard warranty period, at its own expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship. The contractor shall state its standard warranty period and related terms and conditions at the time of delivery.
4. The contractor warrants that it has the right to use and sell any patented devices or parts used in the goods purchases and agrees to indemnify the Commission against any claims for royalties, license fees and other claims or demands by reason of the use or sale thereof, whether or not any such devices or parts are specified by the Commission or used by the contractor in the goods purchases without such specifications.
5. The goods shall be at the risk of the contractor who shall bear all loss or damage, from whatsoever cause arising which may occur to the goods, or any part thereof, until delivered to the Commission. The Commission reserves the right to change the place of delivery at any time prior to the actual shipment provided that the contractor shall be entitled to be reimbursed for any actual increased costs, or shall reduce the prices to the extent of any decrease cost arising out of such change.
6. Goods must be new and unused unless specified otherwise herein and delivered strictly in accordance with the quantities, specifications, terms and conditions of this order. Time shall be of the essence of this order.
7. The charges are F.O.B. destination and include all charges for packing, loading, unloading and transportation unless otherwise specified herein. Should the contractor prepay transportation charges which are payable by the Commission under the terms of this contract these charges are to be shown as a separate item on the invoice.
8. If carload shipment, shipping notices must be sent immediately to the Commission showing car number, initial and routing. Car service will be deducted from all cars that reach the Commission without shipping notice.
9.
  - a) The Commission may, by giving notice to the Contractor, terminate or suspend the goods/services to be supplied with respect to all or any part or parts not completed/received.
  - b) All goods/services completed/received by the Contractor to the satisfaction of the commission before the giving of such notice shall be paid for by the Commission in accordance with the provisions of the contract and, for all goods/services not completed/received before the giving of such notice, the Commission shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such goods/services.

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**GOODS CONTRACTS**  
**General Conditions**

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- c) The Commission reserves the right to cancel or purchase elsewhere, any portion of this order that is not delivered by the date required by this order.
10. Unless otherwise specified in this order, payment will only be made in Canadian funds within 30 days following presentation of invoices or progress claims forms or within 30 days of delivery of the goods, whichever is later. Discounts will be calculated from the date when both the goods and acceptable invoices or progress claims forms are received by the Commission.
11. The total dollar amount shown on this order is final and unless otherwise specified herein includes all applicable Taxes (GST and PST) and duties.
12. No member of the House of Commons of Canada shall be admitted to any share or part of this contract or any benefits to arise therefrom.
13. This agreement shall ensure to the benefit of, and shall be binding upon the successors and assigns of the Commission and the contractor respectively, provided that the contractor shall not assign this agreement or any part of the development without prior written consent of the Commission, and any assignment made without such consent shall be of no effect.
14. All specifications, drawings, samples, patterns and dies furnished to the contractor by the Commission for use in respect of the order shall be deemed to be owned by the Commission and shall be returned to the Commission at the expense of the contractor when required.
15. WHMIS Regulations apply to Controlled Products.