



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Fax / Télécopieur : (819) 997-9776
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, Canada

SOLICITATION AMENDMENT MODIFICATION A L'INVITATION

The referenced documents is hereby amended: unless otherwise indicated, all other terms and conditions of the contract remain the same

Ce contrat est par le présente modifié; sauf indication contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this amendment.
Le fournisseur/entrepreneur accepte la présente modification/en accusé réception.

Signature _____ Date _____
Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (taper ou imprimer)

Solicitation Closes – L'invitation prend fin

At – à : 14 :00 EDT/HAE

On - le : 06 / 06 / 2022

Title/Titre: Multiple VICTORIA Class Spares - Hoses / Plusieurs Pièces de Rechange de Classe VICTORIA - Tuyaux	
Solicitation No. - N° de l'invitation W8482-230232/A	Amendment No. - N° de la modification 001
Client Reference No. - N° de référence du client	Date 25-05-2022
Financial Code(s) - Code(s) financier(s) Fund C113, Fund Ctr 2183CJ, Cost Ctr 2183CJ	
Destination Specified Herein / Précisé dans les présentes	
Invoices - Original must be completed and sent to: Factures – La facture originale doit être remplie et envoyée à : See herein / Précisé dans les présentes	
Address enquiries to: - Adresser toute demande de renseignements à : Darrell Hill Email: Darrell.Hill@forces.gc.ca	
Telephone No. – N° de téléphone N/A	FAX No – N° de fax N/A

This Solicitation Amendment 001 is raised to:

- 1) Update SACC Clauses 2010A in sections 6.3.1, 6.3.2 and 6.12:

Remove: 2010A (2020-05-28) General conditions: Goods (medium complexity)

Add: 2010A (2022-01-28) General conditions: Goods (medium complexity)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

La présente modification 001 de l'invitation à soumissionner vise à :

- 1) Mettre à jour les clauses des CUA 2010A dans les sections 6.3.1, 6.3.2 et 6.12

Supprimer : 2010A (2020-05-28) Conditions générales : biens (complexité moyenne)

Insérer : 2010A (2022-01-28) Conditions générales : biens (complexité moyenne)

TOUTES LES AUTRES MODALITÉS DEMEURENT INCHANGÉES.

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PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

The requirement is detailed under **Annex "A"** of the resulting contract clauses.

1.2 Debriefings

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

1.3 Trade Agreements

The requirement is subject to the provisions of:

Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
The World Trade Organization Agreement on Government Procurement (WTO- AGP)
The Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
Ukraine-Canada Free Trade Agreement
Peru-Canada Free Trade Agreement
Chile-Canada Free Trade Agreement
Colombia-Canada Free Trade Agreement
Honduras-Canada Free Trade Agreement
Panama-Canada Free Trade Agreement
Korea-Canada Free Trade Agreement
The Canadian Free Trade Agreement (CFTA)

1.4 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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:

- Section 02, Procurement Business Number is deleted in its entirety.
- Section 08, entitled Transmission by facsimile or by epost Connect, is now as follows:
 1. Facsimile
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile.

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- i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation.
 - ii. PWGSC regional offices: The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
 - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
 - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

2. epost Connect

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

Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.

- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
 - e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
 - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
 - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
 - h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - i. Bidders must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
 - j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
- Section 20, Further Information is deleted in its entirety.

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.

2.2 SACC Manual Clauses

B1000T (2014-06-26) Condition of Material – Bid

2.3 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and 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 (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

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.

Section II: Financial Bid

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

Section III: Certifications

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

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

C3010T (2014-11-27) 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 , 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 , 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.

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5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

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 Criteria

- a) Bidders must indicate the Part Number and the NSCM/NCAGE they are offering.
- b) Bidders proposing an Equivalent or Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE.

4.1.1.2 Evaluation Procedures for Equivalent Products

- (a) This bid solicitation includes requirements to propose equipment (each, a Line Item) that has been specified by a part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada.
- (b) Where equipment has been described in this bid solicitation by part number and more than one part number is listed as associated with a single Line Item, equivalency will be assessed against the first part number, referred to as the Item of Supply. Other part numbers listed under that Line Item will be considered to meet the requirement without requiring an assessment as an equivalent product.
- (c) Proposed equipment that is a replacement part number (superseded or obsolete) from the Original Equipment Manufacturer of the Item of Supply listed under a Line Item must be assessed as an equivalent product under this Article, in order to be considered to meet the requirement.
- (d) If a bidder intends to propose a part as an equivalent to a required Item of Supply, and it has or is able to obtain complete specifications for the Item of Supply, it must provide to Canada in its bid this Item of Supply specification, along with the specification established for its proposed equivalent. Canada may instruct the bidder to use the provided Item of Supply specification, or another specification provided by Canada, for the purposes of demonstrating equivalency. If the Item of Supply specification is provided by Canada to the bidder, it will be made available to all bidders at the same time. During the evaluation period, the bidder must provide to Canada an analysis within seven business days of the request to do so, showing a comparison of the specification of its proposed equivalent part with the Item of Supply specification. The analysis must demonstrate that the proposed equivalent part is equivalent in fit, form, function, quality and performance to the required Item of Supply, that it meets any mandatory performance criteria identified in the solicitation, and that the proposed equivalent is fully compatible, interoperable and interchangeable with existing equipment identified in the bid solicitation. If the analysis submitted by the bidder does not demonstrate to the satisfaction of Canada such requirements, the bid will either be declared non-responsive, or will be subject to further evaluation if sampling is requested by Canada.

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- (e) It is the responsibility of the Bidder to include all information required to evaluate the proposed equivalent product as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding the product proposed.
- (f) The bidder must provide the number of samples of its proposed equivalent part requested by Canada, transportation charges prepaid, and without charge to Canada, within three business days from the date of a request by the Contracting Authority:
- (a) if no specifications for the Item of Supply acceptable to Canada are available for the assessment above, or
 - (b) if, in addition to the evaluation of the analysis submitted under paragraph 1, Canada wishes to perform testing on the proposed equivalent part to make its determination regarding whether the part is equivalent in form, fit, function, quality and performance. Canada also reserves the right to conduct testing regarding other aspects of equivalency, such as durability and interoperability, as compared to the Item of Supply. All tests will be documented by Canada. A sample submitted by a Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the testing does not demonstrate equivalency with respect to the aspects tested by Canada, the bid will be declared non-responsive.
- (g) If:
- (i) at least one bid is received proposing an equivalent part,
 - (ii) no acceptable specifications of the requested Item of supply are provided by the bidder proposing the equivalent,
 - (iii) no acceptable specifications of the requested Item of Supply are available to Canada, and
 - (iv) Canada is unable to test a sample for any reason (including that the Item of Supply being procured is new to use, or its interoperable parts are not available for use in testing),
- then,
- (i) if there are two (2) or more responsive bids in respect of the Item of Supply (not an equivalent), the evaluation process will be limited to those responsive bids.
 - (ii) if there are fewer than two (2) responsive bids, Canada will cancel the bid solicitation and then determine next steps, including whether specifications can reasonably be developed for the Item of Supply required by Canada.

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26) Evaluation of Price – Bid

SACC Manual Clause [A0222T](#) (2014-06-26) Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection

SACC Manual Clause [A0272T](#) (2010-08-16) Basis of Selection - Multiple Items

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis 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 procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\)](#) -

[Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](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 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010A](#) (2022-01-28) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.3.2 Period of the Contract

The period of the contract is from date of contract award to the end of the warranty period as described in section 09 of [2010A](#) (2022-01-28) General Conditions- Goods (Medium Complexity).

6.3.3 Delivery Date

All the deliverables must be received on or before _____.

DND reserves the right to negotiate the delivery date to before or after **March 31st, 2023**.

6.3.4 Delivery Points

Delivery of the requirement will be made to delivery points specified at **Annex "A"** of the Contract.

6.4 Authorities

6.4.1 Procurement Authority

The Procurement Authority for the Contract is:

Name: Darrell Hill
Title: Material Acquisition and Support Officer
Department of National Defence
Maritime Equipment Program Management
Directorate: D Mar P 5-4-2-5
Address: 101 Colonel By Drive, Ottawa, Ontario, K1A 0K2
Email: Darrell.Hill@forces.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.

6.4.2 Technical Authority

The Technical Authority for the Contract is:

Name:
Title: Technical Authority
Department of National Defence
Maritime Equipment Program Management
Address: 101 Colonel By Drive
Ottawa, Ontario, K1A 0K2

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 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.

6.4.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-____
Facsimile: ____-____-____
E-mail: _____.

6.5 Quality Assurance

A1009C (2008-05-12) Work Site Access

Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

For all items

D5540C (2021-05-20) ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)

OR D5510C (2017-08-17) Quality Assurance Authority (DND) - Canadian-based Contractor

D5515C (2010-01-11) Quality Assurance Authority (DND) - Foreign-based and United States Contractor

OR D5604C (2008-12-12) Release Documents (DND) - Foreign-based Contractor

D5605C (2021-05-20) Release Documents (Department of National Defence) - United States-based Contractor

OR D5606C (2017-11-28) Release Documents (DND) - Canadian-based Contractor

D5620C (2012-07-16) Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: D Mar P 5-4-2-5

- e. One (1) copy to the Quality Assurance Representative;

f. One (1) copy to the Contractor; and

g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

E-mail: ContractAdmin.DQA@forces.gc.ca
Copy to : Darrell.Hill@forces.gc.ca

Manufacturer Certificate of Conformity: The contractor is advised that in order to have his deliveries accepted and properly receipted the manufacturer Certificate of Conformity must accompany the shipment and be signed by a duly authorized person as designated by the equipment manufacturer. In addition to the signature his or her name must be written in block letters next to or below the signature.

6.6 Shelf Life

[B1204C](#) (2011-05-16) Shelf Life

The Contractor must ensure that all items will contain 75 percent of the authorized shelf life as listed in ISO 2230 at date of delivery to the Department of National Defence.

DND approved shelf life for **all line items** is currently listed as **60 months**.

6.7 Packaging

[D3016C](#) (2014-09-25) Preparation for Delivery - Canadian Forces Packaging Specifications

The Contractor must prepare **all items** for delivery in accordance with the latest issue of the Canadian Forces packaging specifications **D-LM-008-030/SF-001, Hose, Rubber, Plastic, Fabric or Metal (including tubing) and Fittings, Nozzles and Strainers**.

For all line items:

SACC Manual [D2025C](#) (2017-08-17) Wood Packaging Materials

SACC Manual [D6010C](#) (2007-11-30) Palletization

6.7.1 Additional Markings

[D2015C](#) (2010-01-11) Additional Package Markings – Identical

For all items

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:

-
- a) Manufacturer's name;
 - b) drawing number/part number;
 - c) Batch or lot number;
 - d) Cure date of rubber components;
 - e) Date of manufacture;
 - f) Expiration date of shelf life.

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

6.8 Payment

6.8.1 Basis of Payment

SACC Manual Clause [C0207C](#) (2013-04-25) Basis of Payment - Firm Price or Firm Unit Price(s)

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 the **Annex "A"**. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

6.8.2 Limitation of Price

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

6.8.3 SACC Manual Clauses

[C2000C](#) (2007-11-30) Taxes – Foreign-based Contractor

[C2605C](#) (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor

[C2608C](#) (2020-07-01) Canadian Customs Documentation

[C2610C](#) (2007-11-30) Customs Duties - Department of National Defence – Importer

[G1005C](#) (2016-01-28) Insurance - No Specific Requirement

6.8.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);

c. Wire Transfer (International Only).

6.9 Invoicing Instructions

SACC *Manual* clause [H5001C](#) (2008-12-12) Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be submitted on the supplier's own invoice form and must be prepared to show:

- a) The date;
- b) Name and address of the consignee(s);
- c) Item number, quantity, part number, reference number and description;
- d) Contract numbers.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the consignee for certification and payment.

Department of National Defence
Maritime Forces Atlantic
Accts Payable Bldg. S-90, Room 334
2686 Sextant Lane, Stadacona
PO Box 99000 Stn Forces
Halifax, NS B3K 5X5
Canada

AND

Department of National Defence
Base Logistics Officer
CFB Esquimalt
STN Forces, P.O. Box 17000
Victoria, BC V9A 7N2
Canada

- b. One (1) digital copy must be emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Email to: Darrell.Hill@forces.gc.ca

6.10 Certifications and Additional Information

6.10.1 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.

6.11 Applicable Laws

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

6.12 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 DND Contract;
- (b) [2010A](#) (2022-01-28) General conditions: Goods (medium complexity);
- (c) The contractor's bid dated _____ .

6.13 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.14 SACC Manual Clauses

[B7500C](#) (2006-06-16) Excess Goods

[D9002C](#) (2007-11-30) Incomplete Assemblies

[D2001C](#) (2007-11-30) Labelling

[A9062C](#) (2011-05-16) Canadian Forces Site Regulations

[A9068C](#) (2010-01-11) Government Site Regulations

6.15 Shipping Instructions

[D0037C](#) (2016-01-28) Shipping Instructions (DND) Canadian-Based Contractor

1. Delivery will be FCA Free Carrier at _____ Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

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3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the material safety data sheet.
 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.
 5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
 6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

OR

D0035C (2020-07-01) Shipping Instructions (Department of National Defence): Foreign-Based Contractors

1. Delivery will be FCA Free Carrier at _____ Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
 - a. Insert the following when the Contractor is located in the United States (U.S.):
Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

OR

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- b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:
Inbound Logistics United Kingdom (ILUK):
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or
Facsimile: 011-44-1895-613046
E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. **Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).

OR

- c. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:
Inbound Logistics Europe Area (ILEA):
Telephone: +49-(0)-2203-908-1807 or 2748 or 5304
Facsimile: +49-(0)-2203-908-2746
Email: ILEA@forces.gc.ca

Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).

OR

- d. Insert the following for U.S. Foreign Military Sales (FMS):
Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
Email: ILHQOttawa@forces.gc.ca

Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
- a) the Contract number;

-
- b) consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c) description of each item;
 - d) the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e) actual weight and dimensions of each piece type, including gross weight;
 - f) copy of the commercial invoice (in accordance with clause [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form CI1 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
 - g) [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h) Canada-United States-Mexico Agreement Certification of Origin (in accordance with clause [C2608C](#), section 2) for the U.S. and Mexico only;
 - i) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable [Canadian Dangerous Goods Shipping Regulations](#) and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, the marking of each piece with a Transportation Control Number and customs documentation.
 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

6.16 Exchange rate fluctuation adjustment

[C3015C](#) (2017-08-17) Exchange rate fluctuation adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. 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.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.

3. The total price paid by Canada on each invoice will be adjusted at the time of payment. The exchange rate adjustment amount will be calculated in accordance with the following formula:
Exchange rate adjustment = $FCC \times Qty \times (i_1 - i_0) / i_0$
where formula variables correspond to:

FCC

Foreign currency component (per unit)

Qty

quantity of units



i_0

Initial exchange rate (CAN\$ per unit of foreign currency [for example US\$1]).

The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date. The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

i_1

Exchange rate for adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]). The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

- a. The ERA for goods will be the Bank of Canada rate on the date the goods were delivered.
 - b. The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed.
 - c. The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.
4. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments.
5. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#)  (that is $[(i_1 - i_0) / i_0]$).
6. Canada reserves the right to audit any revision to costs and prices under this clause.

6.17 Equivalent Products – Contract

- (a) The Contractor guarantees that the equipment to be delivered under the Contract is:
- (i) equivalent in form, fit, function, quality and performance to the equipment requested by Canada that was described in the bid solicitation that resulted in the Contract;
 - (ii) if required by DND in the documentation submitted by the Contractor to obtain this Contract, Technical Airworthiness Cleared through the Technical Airworthiness Certification process, and that the original equipment manufacturer of such equipment has been certified as an Acceptable Manufacturing Organization, all in accordance with the DND C-05-005-001/AG-001 Technical Airworthiness Manual, and the DND C05-005-P12/AM-001 AEPM Division Engineering Process Manual; and

-
- (iii) fully compatible, interchangeable and interoperable with the existing equipment owned by Canada identified in the bid solicitation that resulted in this Contract.
- (b) The Contractor also guarantees that any warranties with third parties concerning the existing equipment owned by Canada will not be adversely affected by Canada's use of the equipment delivered under the Contract (for example, by interconnecting the equipment) or by any other services provided by the Contractor under the Contract. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Contractor must:
- (i) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
 - (ii) perform all warranty work on Canada's existing equipment in place of the original supplier; or
 - (iii) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.
- (c) The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function and quality to the existing equipment owned by Canada or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada, the Contractor must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements (for example, by implementing any additional software or firmware), failing which Canada will have the immediate right to terminate the Contract for default. The Contractor agrees that, if Canada terminates the Contract for this reason, the Contractor must pay to Canada the costs of reprocurring the equipment from a third party and the difference, if any, in price paid by Canada to the third party. The Contractor acknowledges that its failure to deliver equivalent equipment that satisfies the above requirements may result in the Contractor (as well as its affiliates and any other entities with whom the Contractor or its principals do not deal at arm's length) being unable to propose equivalent substitutes in response to future DND bid solicitations.

Note to Bidders: This article will only be included in a resulting contract if equivalent products have been proposed.

Item / Article	Item Details / Détails de l'article	Unit of Issue / Unité de distribution	Quantity / Quantité	Destination Address / Adresse de la destination	Invoice Address / Adresse de facturation	Security Requirement / Besoin de Sécurité	Quality Assurance Code / Code de l'Assurance de la Qualité	SOQR Required / EDEDQ Requis	Controlled Goods (CTAT or ITAR) / Marchandises Contrôlées (ATTC ou ITAR)	Trade Agreements / Accords commerciaux	Part Offered / Pièce Offerte	Estimated Delivery Date / Date de livraison estimée	Firm Unit Price (Taxes Extra) / Prix Unitaire Ferme (taxes applicable un sus)
1	NSN / NNO: 4720-99-7855272 Item / Article: HOSE ASSEMBLY, NONMETALLIC / TUYAUTERIE NON METALLIQUE,FLEXIBLE PN / N: 100405-9000-206 NCAGE / EEPO: K1806 MANUFACTURER / FABRICANT: MINISTRY OF DEFENCE, DE&S UNDERWAT Or equivalent / Ou Equivalent	EA/CH	6	FORMATION COMMANDER CFB Esquimalt Attn: Receiving Bldg 66 Colwood VICTORIA BC V9C 1B0 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimalt STN Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA	No/Non	Q	No/Non	No/Non	Yes/Oui	PN/N: _____ NCAGE / EEPO: _____ Manufacturer / Fabricant: _____	_____	XXXXXX
2	NSN / NNO: 4720-99-7855272 Item / Article: HOSE ASSEMBLY, NONMETALLIC / TUYAUTERIE NON METALLIQUE,FLEXIBLE PN / N: 100405-9000-206 NCAGE / EEPO: K1806 MANUFACTURER / FABRICANT: MINISTRY OF DEFENCE, DE&S UNDERWAT Or equivalent / Ou Equivalent	EA/CH	4	Formation Commander HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	Department of National Defence Maritime Forces Atlantic Accts Payable Bldg. 5-90, Room 334 2686 Sextant Lane, Stadacona PO Box 99000 Stn Forces Halifax, NS B3K 5X5 Canada	No/Non	Q	No/Non	No/Non	Yes/Oui	PN/N: _____ NCAGE / EEPO: _____ Manufacturer / Fabricant: _____	_____	XXXXXX

NOTE: To receive the Excel Format of this Annex, please contact me at Darrell.Hill@forces.gc.ca

REMARQUE: Pour recevoir le format Excel de cette annexe, veuillez communiquer avec moi à l'adresse suivante: Darrell.Hill@forces.gc.ca

Solicitation No. - N° de l'invitation
W8482-230232/A
Client Ref. No. - N° de réf. du client
W8482-23023/2A

Amd. No. - N° de la modif.
File No. - N° du dossier
W8482-230232/A

Buyer ID - Id de l'acheteur
29K
CCC No./N° CCC - FMS No./N° VME

ANNEX "B" - ELECTRONIC PAYMENT INSTRUMENTS

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

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