



National Defence
National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving – PWGSC / Réception des
soumissions - TPSGC

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

Via ePost \ Postel
Bid Fax: (819) 997-9776

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

Solicitation Closes – L'invitation prend fin

At – à : 14 :00 EST

On - le : January 15, 2024

Title/Titre Swivel Joint, Hydraulic	Solicitation No – N° de l'invitation W8482-242386/A
Date of Solicitation – Date de l'invitation December 15, 2023	
Address Enquiries to – Adresser toutes questions à Katharine Barker D Mar P 4-3-3-5 Katharine.Barker2@forces.gc.ca	
Telephone No. – N° de téléphone	FAX No – N° de fax
Destination See herein	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 SECURITY REQUIREMENTS	4
1.2 REQUIREMENT	4
1.3 DEBRIEFINGS	4
1.4 TRADE AGREEMENTS	4
1.5 CANADA POST CORPORATION'S (CPC) CONNECT SERVICE	4
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS.....	5
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	5
PART 3 - BID PREPARATION INSTRUCTIONS	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	8
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
PART 6 - RESULTING CONTRACT CLAUSES	9
6.1 SECURITY REQUIREMENTS	9
6.2 REQUIREMENT	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF CONTRACT	10
6.5 AUTHORITIES	10
6.6 PAYMENT	11
6.7 INVOICING INSTRUCTIONS	12
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	12
6.9 APPLICABLE LAWS.....	13
6.10 PRIORITY OF DOCUMENTS	13
6.11 DEFENCE CONTRACT	13
6.12 CONDITION OF MATERIAL - CONTRACT.....	13
6.13 SACC MANUAL CLAUSES	13
6.14 ASBESTOS	14
6.15 PACKAGING.....	14
6.16 QUALITY ASSURANCE.....	14
6.17 SHIPPING INSTRUCTIONS (DEPARTMENT OF NATIONAL DEFENCE)	14
6.18 DISPUTE RESOLUTION.....	17
6.19 EQUIVALENCY OF EQUIPMENT	17
ANNEX "A" - LINE ITEM DETAILS	19
APPENDIX 1 TO ANNEX A - DELIVERY AND INVOICE CODES.....	20
ANNEX "B" - BASIS OF PAYMENT.....	21

Solicitation No. - N° de l'invitation
W8482-242386/A
Client Ref. No. - N° de réf. du client
XXXXX-XXXXXX

Amd. No. - N° de la modif.
File No. - N° du dossier
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur
22D
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" - LONG TEXT DESCRIPTION 23
ANNEX "D" TO PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS 24

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Requirement

The requirement is detailed in Annex "A", Line Item Details.

1.3 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.

1.4 Trade Agreements

The requirement is subject to the provisions of the following trade agreements: Canadian Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Chile Free Trade Agreement, Canada-Colombia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement.

1.5 Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the CPC 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

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

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

The **2003** (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification:

- a. Section 02, Procurement Business Number is deleted in its entirety.

2.1.1 SACC Manual Clauses

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

2.2 Submission of Bids

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

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tps-gc.pareceptiondessoumissions-apbidreceiving.pwgsc@tps-gc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessoumissions-apbidreceiving.pwgsc@tps-gc-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 a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

2.3 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.

2.4 Applicable Laws

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

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

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC 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 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 CPC Connect service, the wording of the electronic copy provided through CPC 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.

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 “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” 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 – C3011T

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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 they are offering.

4.1.1.2 Equivalent Products – Bid

- a) 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:
 - i) designates the brand name, model and/or part number of the substitute product;
 - ii) states that the substitute product is fully interchangeable with the item specified;
 - iii) provides complete specifications and descriptive literature for each substitute product;
 - iv) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - v) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- b) Products offered as equivalent in form, fit, function and quality will not be considered if:
 - i) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - ii) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- c) 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.
- d) If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada,

within seven calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

4.1.1.3 Revised, Superseded or Obsolete Part Numbers

Proposed equipment that is a replacement part number (to a revised, superseded, or obsolete part number from the Original Equipment Manufacturer (OEM)) to the item(s) specified in the bid solicitation must be assessed as an equivalent product under this Article in order to be considered to meet the requirement.

- i) Bidders must include a letter on company letterhead from the OEM stating the replacement part number meets the same fit, form, function and quality of the replaced part number, for the proposed equipment to be considered to meet the requirement.
- ii) Bids that do not include a letter from the OEM stating the replacement part number meets the same fit, form, function and quality of the replaced part number will be considered to be offering an Equivalent Product and the proposed equipment will be evaluated as per the "Equivalent Products – Bid" clauses above.

Canada reserves the right, but will have no obligation, to request the letter stated in (i) during the evaluation.

4.1.3 Financial Evaluation

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

Bidders must submit prices in Canadian dollars. Bids submitted in foreign currency will be rejected.

4.2 Basis of Selection

SACC Manual Clause [A0031T](#) (2010-08-16), Mandatory Technical Criteria

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.

5.1.2 Additional Certifications Required with the Bid

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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 Requirement

The Contractor must provide the items detailed under the "Line Item Details" 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 (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King 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.

6.4 Term of Contract

6.4.1 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 (2022-12-01) General Conditions - Goods (Medium Complexity).

6.4.2 Delivery Date

All the deliverables must be received on or before _____.

DND reserves the right to negotiate delivery date changes to before or after March 31, 2024.

6.4.3 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: Katharine Barker
Title: Materiel Acquisition and Support Officer
Directorate: D MAR P 4-3-3-5
Address: 101 Colonel By Drive
Ottawa, Ontario, K1A 0K2
E-mail address: Katharine.Barker2@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.

6.5.2 Procurement Authority

The Procurement authority is:

Name: Xavier McNeill
Title: D MAR P 4-3-2-4
Organization: DGMEPM

Address 101 Colonel By Drive
Ottawa, Ontario, K1A 0K2
E-mail: Xavier.mcneill@forces.gc.ca

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

6.5.3 Technical Authority

The Technical Authority for the Contract is:

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

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

6.5.4 Contractor's Representative

Name: _____
Title: _____
Address: _____
Telephone: ___-___-____
E-mail: _____

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", Basis of Payment. Customs duties are excluded 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 Terms of Payment

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payments
SACC Manual clause [C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor

SACC Manual clause [C2608C](#) (2020-07-01), Canadian Customs Documentation
SACC Manual clause [C2605C](#) (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor
SACC Manual clause [C2610C](#) (2007-11-30), Customs Duties – Department of National Defence – Importer

6.6.3 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).

6.7 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.
2. Invoices must be distributed as follows:

- a. The original and one 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
hfxaccountspayable@forces.gc.ca

and

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

- b. One Digital copy must be forwarded to:

Attention: D Mar P 4-3-2-4
Email: Xavier.McNeill@forces.gc.ca

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 [2010A](#) (2022-12-01), General Conditions - Goods (Medium Complexity);
- c) Annex A, Line Item Details;
- d) Annex B, Basis of Payment;
- e) Annex C, Long Text Description
- f) The Contractor's bid dated _____.

6.11 Defence Contract

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

6.12 Condition of Material - Contract

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

6.13 SACC Manual Clauses

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

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

[D2000C](#) (2007-11-30), Marking

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

[D6010C](#) (2007-11-30), Palletization

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

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

[C2800C](#) (2013-01-28), Priority Rating

[C2801C](#) (2022-03-29), Priority Rating: Canadian-based contractors

6.14 Asbestos

The contractor must not use asbestos in the equipment unless no feasible alternative is available, in which case rationale must be provided. Any parts containing asbestos must be properly labelled, and the part number and location be explicitly identified in technical documentations.

6.15 Packaging

6.15.1 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare item numbers 001 to 002 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification **D-LM-008-036/SF-000**, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item numbers 001 to 002 in quantities of 1 (EA) by package.

6.16 Quality Assurance

D5545C (2021-05-20) ISO 9001:2015 - Quality Management Systems - Requirements (Quality Assurance Code C)

6.17 Shipping Instructions (Department of National Defence)

6.17.1 Shipping Instructions (Department of National Defence) - 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.
 - a. 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
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 goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Transportation of Dangerous Goods Regulations, and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, 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 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

6.17.1 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
 - 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).
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 C11 [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 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 labelling, 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 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

6.18 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](#)".

6.19 Equivalency of Equipment

6.19.1 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. 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 identified in the bid solicitation 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, quality and performance to the existing equipment owned by Canada that was identified in the bid solicitation, or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada that was identified in the bid solicitation, 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, on the basis that Canada has satisfactory evidence that based on this past behaviour, such entity is unsuitable and its equivalent bid should be rejected pursuant to Canada's standard instructions for competitive requirements.

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

ANNEX A - LINE ITEM DETAILS

Item	Description <i>Further detail provided at Annex C - Long Text Description</i>	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
001	NSN: 4730-12-352-1498 Name: Swivel Joint, Hydraulic PN Requested: 8365644 NCAGE: D2049 Manufacturer: ANDRITZHYDRO GMBH OR PN Requested: 1116-319-373 NCAGE: U4963 Manufacturer: DEUBLIN LTD OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	11	CFB Halifax Delivery Code 007X Invoice Code W010B	N	C	N	Y
002	NSN: 4730-12-352-1498 Name: Swivel Joint, Hydraulic PN Requested: 8365644 NCAGE: D2049 Manufacturer: ANDRITZ HYDRO GMBH OR PN Requested: 1116-319-373 NCAGE: U4963 Manufacturer: DEUBLIN LTD OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	9	CFB Esquimalt Delivery Code 002E Invoice Code W0103	N	C	N	Y

Solicitation No. - N° de l'invitation
W8482-242386/A
Client Ref. No. - N° de réf. du client
XXXXX-XXXXXX

Amd. No. - N° de la modif.
File No. - N° du dossier
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur
22D
CCC No./N° CCC - FMS No./N° VME

APPENDIX 1 TO ANNEX A - DELIVERY AND INVOICE CODES

Supply Depot	Delivery Code	Delivery Address	Invoice Code	Invoice Address
CFB HALIFAX	007X	Department of National Defence CFB Halifax Main Warehouse Bldg D206 Door 1 thru 13 HMC Dockyard Halifax, NS B3K 5X5 Canada	W010B	Department of National Defence Maritime Forces Atlantic Accts Payable Bldg. S90, Room 334 2686 Sextant Lane, Stadacona P.O. Box 99000, Stn Forces Halifax NS B3K 5X5 Canada hfxaccountspayable@forces.gc.ca
CFB ESQUIMALT	002E	Department. of National Defence CFB Esquimalt Attn: Receiving Bldg 66 Colwood Victoria, BC V9C 1B0 Canada	W0103	Department. of National Defence Base Logistics Officer CFB Esquimalt Stn Forces P.O. Box 17000 Victoria, BC V9A 7N2 Canada ESQBLOGAcctsPayable@forces.gc.ca

ANNEX B - BASIS OF PAYMENT

Item	Description	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	FIRM UNIT PRICE: Customs and duties excluded, applicable taxes extra	EXTENDED PRICE: Applicable taxes extra	Applicable taxes (%)
001	NSN: 4730-12-352-1498 Name: Swivel Joint, Hydraulic	EA	11	CFB Halifax Delivery Code 007X Invoice Code W010B			
002	NSN: 4730-12-352-1498 Name: Swivel Joint, Hydraulic	EA	9	CFB Esquimalt Delivery Code 002E Invoice Code W0103			

ANNEX B - BASIS OF PAYMENT

	Extended Price	Applicable Taxes (%)	Taxes	Price with Taxes
CFB Halifax				
CFB Esquimalt				
			Subtotal	
			Total Taxes	
			Total (CAD)	

Solicitation No. - N° de l'invitation
W8482-242386/A
Client Ref. No. - N° de réf. du client
XXXXX-XXXXXX

Amd. No. - N° de la modif.
File No. - N° du dossier
xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur
22D
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" - LONG TEXT DESCRIPTION

NSN: 4730-12-352-1498

ITEM NAME: Swivel Joint, Hydraulic

Characteristic	Reply
----------------	-------

Swivels, also known as rotary unions, hydraulic swivels, swivel joints and live swivels are used in applications where a constant transmission of fluid power from a stationary source to rotating source is required without cross-contamination or leakage.

Solicitation No. - N° de l'invitation
W8482-242386/A
Client Ref. No. - N° de réf. du client
XXXXX-XXXXXX

Amd. No. - N° de la modif.
File No. - N° du dossier
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur
22D
CCC No./N° CCC - FMS No./N° VME

ANNEX "D" to PART 3 OF THE BID SOLICITATION - 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).