



RETURN BIDS TO:

**RETOURNER LES
SOUMISSIONS À :**

NRC.BidReceiving-
ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITIONS**

Proposal To: National Research Council 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, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition au : Conseil national de recherches 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, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein

Instructions: Voir aux présentes
Comments - Commentaires

Issuing Office – Bureau de distribution
National Research Council Canada
Conseil national de recherches Canada

Title – Sujet Supply of Liquid Handler for Protein Crystallization	
Solicitation No. – N° de l'invitation 24-58102	Date July 12, 2024
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le August 6, 2024	Time Zone Fuseau horaire ET
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Carol Cooper	
Email address – l'adresse courriel : Carol.cooper@nrc-cnrc.gc.ca	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : 6100 Royalmount Avenue Montreal, QC H4P2R2	

Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Requirement

To provide Supply of Liquid Handler for Protein Crystallization in accordance with the detailed Statement of Requirement attached as Annex "A".

1.3 Debriefings

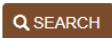




Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Although the CanadaBuys site describes the clauses and conditions as archived, the clauses and conditions are valid. The Government of Canada is in the process of updating all contract templates. Until the new process is in effect, NRC will be using the clauses and conditions labelled as archived. To access the various clauses and conditions, please follow the instructions below.

1. Find a clause ID or title by typing a keyword in the search bar below and pressing Enter or clicking the search button 
2. Navigate through search results using the up  or down  arrow buttons
3. Click the search result of interest to expand the clause. Note that the search will not return results from within a clause unless it has been previously expanded. You can refine your search after expanding a clause by making a new search or using Ctrl+F
4. You can clear your search at any time or begin a new search by clicking the  button
5. You can print expanded clauses by interacting with the corresponding  button. This will open your browser's print interface and allow you to print only the clause that you are interested in

You are invited to submit one electronic Technical Bid and one electronic Financial Bid in two separate attachments to fulfil the following requirement forming part of this Request for Proposal. One attachment must be clearly marked 'Technical Bid' and the other attachment must be marked 'Financial Bid'. All financial information must be fully contained in the Financial Bid, and only in the Financial Bid. Bidders who provide financial information in the technical bid will be disqualified. All Bids should include the front page of this RFP duly completed.

[2010A \(2022-12-01\)](#), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

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.

Bids submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.



2.1.1 It is the Bidder's responsibility to:

- (a) return a signed copy of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified under 2.3 Submission of Bids;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct transmission of bids to the specified bid email address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect transmission of bids is the responsibility of the Bidder.

2.1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.

2.1.3 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.

2.1.4 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

2.1.5 If the extension referred to above is accepted, in writing, by all responsive bidders, Canada will continue with the evaluation of the bids and its approval processes.

2.1.6 If the extension referred to above is not accepted, in writing, by all responsive bidders, Canada will, at its sole discretion, either continue to evaluate the bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

2.2 Condition of Material – Bid

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

2.3 Submission of Bids

Bids must be submitted **only electronically** to the National Research Council Canada (NRC) Bid Receiving email address, no later than 14:00 ET (NRC's Server Time), **August 6, 2024**, to the following NRC email address:

NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca

The NRC has restrictions on incoming e-mail messages. **The maximum e-mail message size including all file attachments must not exceed 10MB.** Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the NRC e-mail system. A bid transmitted by e-mail that gets blocked by the NRC e-mail system will be considered not received.

Bids must **not** be sent directly to the Contracting Authority.



All submitted bids become the property of NRC.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) and bids transmitted by facsimile to NRC will not be accepted.

2.4 Late Bids

All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder. The National Research Council Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before. Electronic bids received after the indicated closing time based on NRC servers' received time will be irrevocably rejected. Bidders are urged to send their bid in sufficient time, in advance of the closing time to reduce any technical issues. The National Research Council Canada will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time.

2.5 Enquiries - Bid Solicitation

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

To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.

Bidders who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).

It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

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.

2.6 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.

2.7 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. The [CanadaBuys](#) website, under the heading "[Following up on a bid](#)" 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

Canada requests that the Bidder submits its bid in separate attachment sections (when applicable) as follows:

Section I: Technical Bid

Section II: Financial Bid (Prices must appear in the Financial Bid only. No prices must be indicated in any other section of the bid.)

Section III: Certifications

There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Canada is committed to greening its supply chain. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling;



the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the [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>), for this solicitation:

- Bidders are encouraged to offer or suggest green solutions whenever possible.
- Bidders are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.
- Bidders are encouraged to offer goods and/or services certified to a reputable eco-label.
- Bidders should use equipment that has high energy efficiency or produces low air emissions.
- Bidders are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Bidders are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Bidders are encouraged to consult the following websites:

<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html>

<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/rle-glr-eng.html>

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

- Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex B – Basis of Payment. The applicable taxes must be indicated separately.
- All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.1.1 Electronic Payment of Invoices – Bid

Payments from the National Research Council Canada (NRC) are made by electronic payment. Direct deposit payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

Only bank accounts outside of Canada are eligible to enroll as a Wire transfer payment method.



3.1.2 Exchange Rate Fluctuation

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.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Proposals will be assessed in accordance with the mandatory and rated (if applicable) evaluation below. Bidders shall provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in their proposal.

4.1.1.1 Mandatory Technical Criteria

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition, the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract.

Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

The Supply of Liquid Handler for Protein Crystallization must meet all of the following mandatory technical evaluation criteria. Bidders must demonstrate their compliance with all of the following mandatory evaluation technical criteria by providing substantial information describing completely and in detail how each requirement is met or addressed. Please refer to Annex A

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Cost of the Fixed Price for the initial requirement and the optional requirement requested in accordance with the pricing tables provided in Annex B – Basis of Payment.

Evaluation of Price - Bid

The Contractor must complete the pricing schedule provided in Annex B and include it as a separate attachment in the electronic bid submission. Please indicate currency of your bid.

Applicable Sales Tax: The GST, PST, QST or HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of applicable sales tax shall be disclosed and shown as a separate item.



4.2 Basis of Selection

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 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](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.html#s2) website (<https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.html#s2>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

In addition to all other information required in the procurement process, the Bidder **must** provide the following:

- 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 or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).



SURNAME	GIVEN NAME(S)	TITLE

5.2.2 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A.

Bidder's authorized representative signature

Date

5.2.3 Authorized Distributors

Bids must be from Authorized Distributors or provide a letter from the Original Equipment Manufacturer allowing them to act as their agent.



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

To provide Supply of Liquid Handler for Protein Crystallization in accordance with the detailed Statement of Requirement attached as 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://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://canadabuys.canada.ca/en/how-procurement-works/policies-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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive (*fill in end date of the period*).

6.4.2 Delivery Points (to be completed at contract award)

Delivery of the requirement will be made to delivery point specified below:

Montreal, QC

6.4.3 Shipping Instructions - Delivered at Place

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

Delivery at Place (DAP) Montreal QC Incoterms® 2020 for shipments from a commercial contractor.

NRC Customs contacts for any Customs and Transportation Logistics enquiries:

- Daniel Frampton: (613) 993-9113 / daniel.frampton@nrc-cnrc.gc.ca
- Christian Latreille: (613) 993-2259 / christian.latreille@nrc-cnrc.gc.ca

As part of NRC's commitment to Greening Government Operations, the Contractor is encouraged to minimize, include recycled content, re-use, or reduce/eliminate toxics in packaging, when possible.



6.4.4 Prepaid Transportation Costs

The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

6.4.5 Packaging

The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

6.4.6 Delivery and Unloading

1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Carol Cooper
Title: Senior Contracting Officer
National Research Council Canada

Telephone: 902 293 8053
E-mail address: carol.cooper@nrc-cnrc.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 Technical Authority *[to be completed at contract award]*

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

6.5.3 Contractor's Representative *[to be completed by the Bidder]*

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

The Contractor will be paid for costs reasonably and properly incurred in the performance of the work under this Contract in accordance with the following:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a _____ (*insert "fixed price" OR "fixed unit price(s)" OR "fixed lot price(s)"*), as specified in _____ *insert "contract" OR "in Annex ____"* for a cost of \$ _____ *insert the amount at contract award*). 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 Limitation of Expenditure

Unless otherwise authorized in writing by the National Research Council of Canada (NRC), NRC's financial liability to the Contractor under this Contract shall not exceed \$ _____ (*insert the sum*). Customs duties are excluded and Applicable Taxes are extra. The Contractor must not perform any work that would cause the total liability of NRC to exceed this limitation unless authorized in writing by the Contracting Authority through a contract amendment. All work shall be done to the full satisfaction of the Technical Authority named herein before any payment shall become due to the Contractor.

6.6.3 Method of Payment

SACC Manual clause **H1000C** (*insert the date*), Single Payment

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

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

OR

SACC Manual clause **H1001C** (*insert the date*), Multiple Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;



- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.6.4 SACC Manual Clauses

SACC Manual clause C2000C (*insert the date*), Taxes - Foreign-based Contractor
SACC Manual clause C2605C (*insert the date*), Canadian Customs Duties and Sales Tax - Foreign-based Contractor

6.6.5 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic Only);
- b. Wire Transfer (International Only);

6.7 Inspection and Acceptance

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

6.8 Invoicing Instructions

6.8.1 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.

6.8.2 Invoices must be distributed as follows:

- (a) Invoices and order confirmations **MUST** be sent via e-mail to:

nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca

- (b) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

PLEASE QUOTE CONTRACT NO. *[to be inserted at contract award]* ON ALL DOCUMENTATION AND INVOICES.

6.9 Certifications and Additional Information

6.9.1 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.



6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2022-12-01), General Conditions - Goods (Medium Complexity)
- (c) ANNEX A, Statement of Requirement;
- (d) ANNEX B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "*, as clarified on _____ *" or "*, as amended on _____ *" and insert date(s) of clarification(s) or amendment(s)*).

6.12 SACC Manual Clauses

SACC Manual clause G1005C (*insert date*) Insurance – No Specific Requirements

6.13 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".

6.14 Non-Permanent Resident (Foreign Company)

The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

OR

6.14 Non-Permanent Resident (Canadian Company)



The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfilment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.15 Government Smoking Policy

Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

6.16 Access to Government Facilities/Equipment

Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Technical Authority named herein. There will be however, no day-to-day supervision of the Contractor's activities, nor control of the Contractor's hours of work by the Technical Authority.

The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.



ANNEX "A" STATEMENT OF REQUIREMENT

Protein crystallization liquid handling robot

1. BACKGROUND

The NRC requires a liquid handler for protein crystallization trials to facilitate crystallographic investigations of macromolecules and macromolecular complexes.

2. ACRONYMS

NRC	National Research Council Canada
SOR	Statement of Requirement
TA	Technical Authority

3. REQUIREMENTS/SPECIFICATIONS:

3.1 Protein crystallization liquid handling robot

Required quantity: 1

The Contractor must provide the requirement with the following specifications:

Minimum Specifications
Must be capable of hanging drop, sitting drop, microbatch, and seeding experiments in 96 well format
Must accurately deliver liquid volumes as low as 25 nanoliters
Must be capable of single aspiration with multiple dispenses to create multiple drops per well in 96 well format
Must be capable of multiple aspirations with single dispense to deliver sample mixes.
Must have a humidifier with set point fully controlled by software
Must be able to set up a 96 well plate in <3 minutes
Liquid delivery must be by true positive displacement
Liquid delivery must eliminate any chance of cross contamination of samples or reservoir solutions
Operation and maintenance of the system must not require any washing steps



4. DELIVERABLES

One (1) Protein crystallization liquid handling robot

5. DATE OF DELIVERY

Within 2 months after contract award.

6. LANGUAGE OF WORK

The language of all work and deliverables must be in English

7. DELIVERY LOCATION

National Research Council Canada - NRC
6100 Royalmount Ave
Montreal, Quebec.
H4P2R2
Canada



ANNEX "B" BASIS OF PAYMENT

The Bidder must provide the pricing requested in the following Table in accordance with Article 6.6.1 - Basis of Payment. Please indicate the currency of your bid.

Goods must be consigned and delivered to NRC- Montreal QC, DAP.

Table 1: Initial Requirement:

Item	Part number	Description	Number of Units	Unit of Issue	Fixed Unit Price ()	Extended Price ()
1		Supply of Liquid Handler Robot	1	Each	\$	\$
2		Delivery Cost	1	Each	\$	\$
2		Installation	1	Each	\$	\$
TOTAL (Sum of item 1, 2 and 3) Applicable taxes are extra, if applicable						\$



ANNEX "C" EVALUATION CRITERIA

ITEM	CRITERIA	REQUIRED SUBSTANTIATION Bidder <u>must</u> indicate how they meet the performance specification by recording this information in this column	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID. In this column, Bidders <u>must</u> cross-reference where this performance specification is indicated in their supporting documents	NRC USE ONLY MET YES OR NO
M1	Must be capable of hanging drop, sitting drop, microbatch, and seeding experiments in 96 well format			
M2	Must accurately deliver liquid volumes as low as 25 nanoliters			
M3	Must be capable of single aspiration with multiple dispenses to create multiple drops per well in 96 well format			
M4	Must be capable of multiple aspirations with single dispense to deliver sample mixes.			
M5	Must have a humidifier with set point fully controlled by software			
M6	Must be able to set up a 96 well plate in <3 minutes			
M7	Liquid delivery must be by true positive displacement			
M8	Liquid delivery must eliminate any chance of cross contamination of samples or reservoir solutions			
M9	Operation and maintenance of the system must not require any washing steps			