



Canadian International
Trade Tribunal

Tribunal canadien du
commerce extérieur

CANADIAN
INTERNATIONAL
TRADE TRIBUNAL

Procurement

ORDER

File No. PR-2014-010

Oracle Canada ULC

v.

Department of Public Works and
Government Services

*Order issued
Thursday, September 4, 2014*

IN THE MATTER OF a complaint filed by Oracle Canada ULC pursuant to subsection 30.11(1) of the *Canadian International Trade Tribunal Act*, R.S.C., 1985, c. 47 (4th Supp.);

AND FURTHER TO the Canadian International Trade Tribunal's preliminary indication of the level of complexity for the complaint case and its preliminary indication of the amount of the cost award.

BETWEEN

ORACLE CANADA ULC

Complainant

AND

THE DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES

Government Institution

ORDER

In its order of July 24, 2014, the Canadian International Trade Tribunal, pursuant to section 30.16 of the *Canadian International Trade Tribunal Act*, awarded the Department of Public Works and Government Services its reasonable costs incurred in responding to the complaint. The Canadian International Trade Tribunal's preliminary indication of the level of complexity for the complaint case was Level 2, and its preliminary indication of the amount of the cost award was \$3,750.

After considering the submission of Oracle Canada ULC received on August 6, 2014, the Canadian International Trade Tribunal hereby confirms its preliminary indications by awarding the Department of Public Works and Government Services its costs in the amount of \$3,750 for responding to the complaint and thereby directs Oracle Canada ULC to take appropriate action to ensure prompt payment.

As stated in its order of July 24, 2014, the Canadian International Trade Tribunal considers the contract between Sierra Systems Group Inc. and the Department of Public Works and Government Services, dated December 20, 2013, to be highly relevant to Oracle Canada ULC's complaint, as it formed the basis for the determination that Oracle Canada ULC's complaint was late. Indeed, Oracle Canada ULC's motion for the disclosure of the contract suggests that it too considers the contract to be relevant to its claims. Nevertheless, the fact that Oracle Canada ULC did not include the contract in its original complaint added to the duration and complexity of the proceeding for all parties and, thus, impacted the amount of the cost award.

Further, as indicated in the Canadian International Trade Tribunal's *Procurement Costs Guideline*, costs are awarded to partially indemnify the successful party for costs associated with its participation in a proceeding. Thus, all activities, including, as in this case, motions and/or intervener requests, are relevant in determining the cost award. While it is true that complainants do not have control over intervener requests and/or motions by other parties, they do bear the risks inherent in bringing a complaint to the Canadian International Trade Tribunal, including costs if the Canadian International Trade Tribunal finds that their complaints are not valid. As the successful party in this case, the Department of Public Works and Government Services is therefore entitled to its costs in accordance with the Canadian International Trade Tribunal's award.

Ann Penner

Ann Penner

Presiding Member