



**Request for Proposal (RFP)**  
**Foreign Affairs, Trade and Development Canada**

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**Request for Proposal (RFP)**  
**Foreign Affairs, Trade and Development Canada**

**PART 1 – INTRODUCTION**

**1. Purpose of this Request for Proposal (RFP)**

The Department of Foreign Affairs, Trade and Development (DFATD) is seeking to establish a contract for the provision of professional grounds maintenance services at the High Commission of Canada in New Delhi, India as defined in the Statement of Work at Appendix “A”.

**2. Proposed Period of the Contract**

2.1 The period of the Contract is from the contract award date for a period of three (3) years.

The contract award date is tentatively set for February 1, 2014. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date.

2.2 Canada has the irrevocable option to extend the term of the Contract by up to two (2) additional periods of one year each under the same conditions.

**3. Security Requirements**

Before award of contract, the security requirements defined in Part 4, Section 3 of the Request for Proposal (RFP) must be met.

**4. Mandatory Site Visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a site visit to be held on Monday, November 18<sup>th</sup>, 2013 at 10:00am local time at the High Commission of Canada, 7/8, Shantipath, Chanakyapuri, New Delhi. Bidders must communicate with the Contracting Authority no later than one (1) day before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

**5. Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in India stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Part 4, Section 14.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

**6. Office of the Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

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**PART 2 - CONDITIONS, INSTRUCTIONS AND INFORMATION**

**1. Terminology**

For your proposal to be considered responsive, you must comply with all the requirements of this Request for Proposal (RFP) identified as mandatory. **Mandatory criteria are also expressed by using imperative verbs such as “shall”, “must” and “will” irrespective of where they appear in the RFP.**

**2. Enquiries - Solicitation Stage**

2.1 All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named below as early as possible within the bidding period. Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the bid closing date specified herein to allow sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the bid closing date.

2.2 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed **ONLY** to the Contracting Authority named below. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

**2.4 Contracting Authority:**

Mr. Nathaniel Lyon  
Contracting Specialist  
Foreign Affairs, Trade and Development Canada  
E-mail: Nathaniel.lyon@international.gc.ca

**3. Bidder Improvement to the Requirement during Bid Period**

3.1 Should the Bidder consider that the specifications or Statement of Work contained in this Request for Proposal (RFP) can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contracting Authority no later than five (5) calendar days prior to bid closing date specified herein. Canada reserves the right to accept or reject any or all suggestions.

**4. Proposal (bid) Preparation Cost**

The costs, including travel incurred by the Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract **will not** be reimbursed by DFATD.

**5. Proposal (Bid) Delivery**

5.1 Proposals (bids) are to be sent **ONLY** to the address stipulated on page 1.

5.2 Bidders should ensure that the RFP Number is clearly marked on their envelopes or parcels. Proposal closing date and time should also be indicated on bid envelopes or parcels.

5.3 Proposals (bids) and/or amendments thereto, will only be accepted by DFATD if they are received at the address indicated above, on or before the closing date and time specified herein.

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- 5.4 **Responsibility for proposal (bid) delivery:** The Bidder has sole responsibility for the timely receipt of a proposal (bid) by DFATD and cannot transfer this responsibility to the Government of Canada. DFATD will not assume responsibility for proposals (bids) that are directed to a location other than the one stipulated in paragraph 5.1 above.
- 5.5 **Delayed Proposals (bids):** A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by DFATD, after the proposal (bid) has been received at the location stipulated in paragraph 5.1 above.
- 5.6 **Late Proposals (bids):** It is DFATD's policy to return unopened bids received after the stipulated bid closing date and time, unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph 5.5 above.
- 6. Proposal (bid) Closing Date and Time:**  
In order for the proposal (bid) to be given consideration, the Bidder's proposal (bid) must be received at the address and by the date and time stipulated on page 1 of this RFP.
- 7. Validity of Proposal (bid)**  
Any proposal (bid) must remain open for acceptance for a period of not less than ninety (90) days after the closing date of the RFP.
- 8. Rights of Canada**  
Canada reserves the right:
- (a) during the evaluation, to submit questions or conduct interviews with Bidders, at Bidder cost, upon forty eight (48) hours' notice, to seek clarification or verify any or all information provided by the bidder with respect to this RFP;
  - (b) to reject any or all proposals received in response to this RFP;
  - (c) to enter into negotiations with one or more bidders on any or all aspects of its proposal;
  - (d) to accept any proposal in whole or in part without prior negotiation;
  - (e) to cancel and/or re-issue this RFP at any time;
  - (f) to award one or more contracts, if applicable;
  - (g) to retain all proposals submitted in response to this RFP;
  - (h) not to accept any deviations from the stated terms and conditions;
  - (i) to incorporate all, or any portion of the Statement of Work, Request for Proposal and the successful proposal in any resulting contract; and
  - (j) not to contract at all.
- 9. Incapacity to Contract with Government**
- 9.1 Canada may reject a bid where the Contractor, including the contractor's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
- (a) Section 121, Frauds upon the Government;
  - (b) Section 124, Selling or Purchasing Office;
  - (c) Section 418, Selling Defective Stores to her majesty;
- 9.2 Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.

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**10. Incurring of Cost**

No costs incurred before receipt of a signed contract or specified written authorization from the Contracting Officer can be charged to any resulting contract. In addition, the Contractor is not to perform work in excess of or outside the scope of any resulting Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer. Your attention is drawn to the fact that the Contracting Officer is the only authority which can commit the Government to the expenditure of the funds for this requirement.

**11. Legal Capacity**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is Registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

**12. Joint Venture**

A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a. the name of each member of the joint venture;
- c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- d. the name of the joint venture, if applicable.

If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

**13. Definition of Bidder**

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

**14. Price Justification**

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada.

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**15. Conflict of Interest - Unfair Advantage**

In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

**PART 3 – PRESENTATION AND EVALUATION OF PROPOSALS**

**1. Submissions of Proposals (bids)**

**PROPOSALS (BIDS) SUBMITTED BY FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED.**

- 1.1 Electronic transmission of your proposal (bids) by such means as facsimile or email is not considered to be practical and therefore will not be accepted.
- 1.2 When responding, the proposal (bids) **MUST** be delivered to the location and by the time and date stipulated herein.
- 1.3 Proposals (bids) submitted in response to this RFP will not be returned with the exception of bids received after the specified date and time stipulated herein which shall be returned unopened to the Bidder and given no further consideration.

**2. Format and Content of Proposals (Bids)**

- 2.1 Canada requires that each bid submission include the first page of this RFP signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with Part 2, Section 12 Joint Venture. The Bidder's signature indicates acceptance of the terms and conditions set out herein. The signatory must have authority to commit the organization by making such a proposal. If the Bidder fails to submit this signed first page of the RFP with their bid then the Bidder shall be disqualified from the bidding process and be declared non-compliant.

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2.2 The proposal (bid) should be structured in separately sealed and bound sections as follows:

- Part A: Technical Proposal, three (3) hardcopies.
- Part B: Financial Proposal, two (2) hardcopies.
- Part C: Certifications, one (1) hardcopy.

**Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.**

2.3 Part A: Technical Proposal

2.3.1 In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

2.3.2 The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated, detailed in Appendix B. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

2.3.3 Bidders are advised that only listing experience without providing any supporting information data such as: references and/or reference letters, number of projects completed and in progress, the period of the work performed in number of months and years in past and present employment; and where, when and how such experience was obtained will not be considered to be “demonstrated” for the purpose of this evaluation.

2.3.4 DFATD reserves the right to request proof of any information provided in the bid. If the information cannot be validated, the Bidder’s proposal may be considered non-responsive for that particular criterion.

2.3.5 Proposals must be submitted in either of Canada’s official languages (English or French). Any translations fees required to meet this criterion will be borne by the bidder.

2.4 Part B: Financial Proposal

2.4.1 Prices must appear in the financial proposal ONLY. Failure to comply will result in your proposal being declared non-compliant and rejected from further consideration.

2.4.2 Bidders must submit their financial bid in accordance with Appendix “D” – Pricing Schedule.

2.4.3 The price of the bid will be evaluated in Indian Rupees, the Value Added Tax (VAT) and Service Tax excluded, FOB destination, customs duties and excise taxes included.

2.5 Part C: Certifications

2.5.1 The certifications in Appendix “C” should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



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2.5.2 The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 during the bid evaluation period or during the contract period.

2.5.3 The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

## 2.6 Financial Capability

Clause A9033T (2012-07-16) Financial Capability of the SACC manual is included by reference and can be found at:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9033T/8>

## 3. Evaluation Procedures and Basis of Selection

### 3.1 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.

### 3.2 Basis of Selection – Minimum Point Rating

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory technical evaluation criteria; and
- (c) Obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 110 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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**PART 4 - GENERAL PROVISIONS OF RESULTING CONTRACT**

The Government of Canada is committed to publicly disclose all contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It will be a term of any resulting contract pursuant to this RFP that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Intranet site

[http://www.international.gc.ca/about-a\\_propos/proactive\\_disclosure-divulgation\\_proactive.aspx?menu\\_id=49&menu=L](http://www.international.gc.ca/about-a_propos/proactive_disclosure-divulgation_proactive.aspx?menu_id=49&menu=L)

Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

In the event of inconsistencies between the wording of Parts 1 to 4 of the Request for Proposal and the appendices attached thereto, the wording of Parts 1 to 4 of the Request for Proposal shall prevail.

The following terms and conditions will form part of any resulting contract:

**1. General Conditions**

General Conditions - Higher Complexity - Services 2035 (2013-06--27) shall form part of this solicitation document and any resulting Contract. They can be viewed at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/11>

All reference to the Minister of Public Works and Government Services Canada should be deleted and replaced with the Minister of Foreign Affairs.

**2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Appendix "A".

**3. Security Requirements**

3.1 At missions abroad, the Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canada-based staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult with Security Operations and Personal Safety Division (ISR) and Corporate Security Division (ISC).

3.2 If the Contractor breaches Sub-paragraph (1) above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall

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immediately refund to the Receiver General of Canada via DFATD all unspent funds provided under this Contract.

- 3.3 The Contractor shall, at least 10 days before the first day on which any new employee/s of the Contractor is required to enter the site for the purpose of carrying out these works, provide to the Departmental Representative a document setting out the name, residential address, date and place of birth of the employee/s intending to do work at the High Commission. The contractor shall be responsible to arrange police verification for all his workers prior to their starting work at the High Commission. This condition shall apply equally to any employee of the Contractor who are engaged for work at the High Commission after the start of the contract. The High Commission reserves the right to deny access to any individual on the basis of security reasons.

#### **4. Term of Contract**

##### **4.1 Period of the Contract**

The period of the Contract is from \_\_\_\_ [to be filled in by DFATD at contract award] for a period of three (3) years.

##### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional periods of one year each under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Nathaniel Lyon  
Contracting Specialist  
Contracting Policy, Monitoring and Operations – SPP  
Foreign Affairs, Trade and Development Canada  
125 Sussex Drive, Ottawa, Ontario K1A 0G2  
Telephone: [to be filled in by DFATD at contract award]  
E-mail address: [Nathaniel.lyon@international.gc.ca](mailto:Nathaniel.lyon@international.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.

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## 5.2 Project Authority

The Project Authority for the Contract is: [to be filled in by DFATD at contract award]

The Project 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 Project Authority, however the Project 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. Payment

### 6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex D, to a limitation of expenditure.

6.1.1 The Contractor shall be fully responsible for their employer's and employee's contributions towards workers PPF (Public Provident Fund), ESI (Employees State Insurance) accounts, annual bonus, leave encashment as per Government regulation. Workers salary shall not be less than the prevailing Minimum Wage Act, as on date of contract award, and upon exercising of any option period of the Contract.

6.1.2 The Contractor shall be fully responsible for discharge of various obligations under different statutes including but not limited to the: payment of Wage Act 1936, Minimum Wage Act 1948, Workmen's Compensation Act 1923, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, employee State Insurance Act 1948, Employee Provident Fund, Misc. Provision Act 1952, service tax, work contract, Pollution Control Authority etc. Canada, shall not be liable, in any way, to discharge any of the responsibilities of the Contractor.

6.1.3 The Contractor shall submit, at the request of the Project Authority, necessary proof and documentation of compliance with all statutory obligation and labour law and any other applicable Law in India, which is entirely their duty, failing which, necessary deductions and set-offs will be enacted by DFATD in accordance with the "Right of Set-off" clause of the General Conditions.

### 6.1.4 Indexing

Increases to the contract due to a legislated increase in wages and salaries (i.e. Statutory Minimum Wage) will be allowable, if acknowledged through a written amendment to the contract prepared by the Contracting Authority.

The increase must reflect the proven actual cost to the Contractor only. These increased costs cannot be marked up. This increase may be applicable semi-annually throughout the term of the contract.

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**6.2 Limitation of Expenditure**

Canada's total liability to the Contractor under the Contract must not exceed [to be filled in by DFATD at contract award] in Indian Rupees (INR). Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**6.3 Value Added Tax (VAT) and Service Tax**

All prices and amounts of money in the Contract are exclusive of VAT and Service Tax as applicable, unless otherwise indicated. The VAT and Service Tax, whichever is applicable, is extra to the price herein and will be paid by Canada. VAT to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the VAT does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of VAT paid or due.

The High Commission of Canada is exempted from payment of the Service Tax. A Service Tax exemption certificate shall be provided to the Contractor for invoices wherein Service Tax is applicable.

**6.4 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods 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 requirements of the Statement of Work 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.

**6.5 Method of Payment – Monthly Payments**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

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**6.6 Invoicing Instructions**

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.

Each invoice for Fixed Services must be supported by:

- (a) proof of statutory payments made by the Contractor to the respective local Government departments (e.g. Provident Fund (PF), Employees State Insurance (ESI), etc.).

Each invoice for Periodical Services must be supported by:

- (a) a copy of the invoices, receipts, vouchers for all direct expenses, materials and supplies.

Invoices must be distributed as follows: The original and one (1) copy of each invoice together with supporting documents shall be forwarded to the Project Authority for certification and payment.

**7. SACC Manual Clauses**

The following SACC Manual clauses are hereby included by reference within the contract and can be found at the following website address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Reference #	Date	Title
A9117C	2007-11-30	T1204 - Direct Request by Customer Department
A9068C	2010-01-11	Government Site Regulations
B1000T	2007-11-30	Condition of Material
C0710C	2007-11-30	Time and Contract Price Verification
C0705C	2010-01-11	Discretionary Audit

**8. Personnel**

- 8.1 DFATD reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor. The Contractor shall, at least ten (10) days before the first day on which any person is required to enter the site for the purpose of carrying out the work, provide to the Project Authority a document setting out the name, residential address, date, and place of birth of all employees intending to do work at the High Commission of Canada, New Delhi. The Contractor shall be responsible to arrange police verification for all workers prior to their starting work at the High Commission. This condition shall apply equally to any employees of the Contractor who are engaged for work at the High Commission after the start of the contract. The Mission reserves the right to deny access to any individual on the basis of security reasons.
- 8.2 DFATD reserves the right, in its sole discretion, but always acting reasonably, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the contractor shall ensure that personnel are removed from property and replaced with personnel suitable to DFATD.

**9. Applicable Laws**

This contract shall be governed by and construed in accordance with the laws in force in Ontario, Canada; provided, however, that the Contractor shall be bound to comply with all local laws, statutes, regulations pertaining to or otherwise affecting his/her performance at the work site.

**10. Government Smoking Policy**

Where the performance of 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.

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**11. Certifications**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**12. Anti-terror**

The Contractor shall not use the funds for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the Contractor's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the Canadian *Criminal Code*, the *United Nations Al-Qaida and Taliban Regulations* or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*.

If the Contractor breaches paragraph above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada *via* DFATD all unspent funds provided under this Contract.

**13. 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) 2035 General Conditions - Higher Complexity - Services (2013-06-27);
- (c) Appendix "A", Statement of Work;
- (d) Appendix "D", Basis of Payment.

**14. Insurance Requirements****14.1 Commercial General Liability Insurance**

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than 1,000,000 Indian Rupees per accident or occurrence and in the annual aggregate.

The Commercial General Liability Policy must include the following:

- (a) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (b) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (c) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (d) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (e) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).

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- (f) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (g) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (h) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (i) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

14.2 Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. Coverage must be placed with an Insurer licensed to carry out business in India. The Contractor must, if requested, forward to the Contracting Authority, a certified true copy of all applicable insurance policies.



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**Appendix "A" – Statement of Work**

**1. Title**

Grounds Maintenance Services at the High Commission of Canada in New Delhi, India

**2. Background**

The High Commission of Canada in New Delhi, India is comprised of:

- (a) The Chancery located at Shantipath, Chanakyapuri, New Delhi on a premise of 11.85 acres (approximately 48,000 square meters) consisting of a Chancery building, services building and four residential blocks having in total 30 dwelling units.

The existing contracted team of resources consists of one (1) Supervisor, one (1) Head Groundskeeper and seventeen (17) Groundskeepers.

**3. Objective of the Work**

To provide professional grounds maintenance services at the High Commission of Canada in New Delhi, India.

**4. Scope of the Work**

The Contractor will be responsible to provide a range of grounds maintenance services and landscaping including provision of all labour, supervision, tools, equipment, materials, supplies, training, uniforms and transportation at the High Commission in New Delhi as detailed herein and is exempt only from those items that are specifically noted.

**4.1 Fixed Services**

4.1.1 The Contractor will perform fixed landscaping and grounds maintenance tasks at the Chancery compounds between the hours of 08:00 – 17:30, Monday through Saturday. In addition, the Contractor will perform supervised watering of plants, in the secure areas of the Chancery between the hours of 07:30 – 08:00, Monday through Friday. For this, the Contractor shall provide the services of three (3) groundskeepers who must work in close proximity to one another. A schedule giving detailed instructions will be provided by the High Commission of Canada for this portion of the service.

4.1.2 Service shall not be provided on Sundays and the eleven (11) statutory holidays that are observed by the High Commission each year. These holidays are a mix of Canadian and Indian statutory holidays, do not necessarily correspond to national holidays observed in India and may change from year to year.

4.1.3 In carrying out the services, the Contractor, with due recognition of the special nature of the High Commission of Canada's business, shall take care and not inconvenience the business activities of High Commission of Canada personnel, clients and visitors.

**4.2 Periodical Services**

4.2.1 This section of the Work involves landscaping and grounds maintenance tasks that cannot be specified by the High Commission of Canada in advance, or tasks that would be uneconomical for the High Commission of Canada to specify at fixed intervals of time.

4.2.2 The Contractor will provide periodical landscaping and grounds maintenance tasks on an as and when requested basis including but not limited to:

- (a) Re-landscaping of areas damaged by construction projects, vehicular movement, special events, weather conditions, etc.
- (b) General grounds maintenance tasks of an unforeseen nature.

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- (c) New or replacement shrubs, flowers, plants, seedlings, tree seedlings and grass (only when the area to be grassed exceeds 30m<sup>2</sup>) only due to causes beyond the control of the Contractor, as approved by the Project Authority.
- (d) Only those tasks specifically listed in the Statement of Work as “periodical”.

4.2.3 The Contractor must maintain a pool of pre-screened and pre-qualified groundskeepers as needed. These services shall be paid by separate invoice claim in accordance with the pricing and terms and conditions of the contract.

#### **4.3 Equipment, Materials and Supplies**

##### **4.3.1 Equipment**

4.3.1.1 The Contractor shall provide, operate and maintain all tools and equipment necessary for performance of the Work. This includes but is not limited to mechanised commercial lawn mowers, trimmers, oscillating sprinklers, garden hose with shower and spry gun, telescopic Snap cutter, ladders etc.). The High Commission will not extend any such facilities or equipment to the Contractor. The equipment must ensure low level (permissible) noise and must not be more than three years old. The Contractor shall use equipment that is of commercial type and manufactured by only reputed companies (e.g. Gardena or equivalents) for purposes of the contract in the said premises.

4.3.1.2 The Contractor shall ensure that all equipment used to perform the work is in a state of good condition and is replaced as necessary such as with broken, damaged or unsafe equipment. The Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor is responsible to supply all replacement equipment.

##### **4.3.2 Materials and Supplies**

4.3.2.1 The Contractor shall provide all materials and supplies necessary for performance of the Work. This includes but is not limited to manure, fertilizer, shrubs, flowers, plants, seedlings, tree seedlings, seeds, rich soil, etc.

4.3.2.2 Materials and supplies including manure and fertilizer must be proven environmentally friendly, wherever possible. The minimum standards established for the performance of the products should be in accordance with a recognized standard for environmentally friendly products such as the Environmental Choice Program (ECP), Environment Canada’s Eco labelling program or the Green Seal as used in the USA, or other recognized environmental certification.

4.3.3 The Contractor shall itemise all intended equipment, materials and supplies for use on the site for carrying out and executing the intended work. DFATD will provide on-site storage space.

4.3.4 The High Commission of Canada will not be responsible for damage to the Contractor’s equipment, materials, supplies, uniforms and tools, or to the Contractor’s employee’s personal belongings brought or left in the High Commission of Canada grounds.

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#### 4.4 Uniforms

4.4.1 The Contractor must provide a summer and a winter uniform to its on-site personnel that clearly identify them as employees of the Contractor and distinguish them as groundskeepers. Such uniforms will be selected in a manner that ensures a consistently excellent representational image (i.e. clean, neat and in good repair) for Canada and must meet with Project Authority approval. The Contractor must provide (but not limited to) the following items of uniform to its on-site personnel on an annual basis or as needed:

- (a) Two (2) shirts with collars
- (b) Two (2) pairs of trousers
- (c) One (1) sweater or pullover
- (d) One (1) pair of shoes
- (e) One (1) cap
- (f) Any other items necessary for performance of personnel's duties.

4.4.2 The Contractor must ensure groundskeepers are appropriately dressed in uniform at all times while on-site and that uniforms are replaced when lost, worn or torn.

#### 5. Tasks

The Contractor must perform (but not limited to) all the following tasks:

- 5.1 Daily cleaning of lawns, walk ways, roads and provision of landscaping and grounds maintenance services in the Chancery compound and the area between the boundary wall and the roads.
- 5.2 Daily maintenance of lawns, flower beds, shrubbery, trees and all outdoor and indoor plants (potted or otherwise) including all greenery around the building and boundary wall. The Contractor shall arrange to perform all tasks in order to provide an excellent environment.
- 5.3 Provide a quantity of 112 decorative indoor plants (of minimum 2 feet height each) for the Chancery. The plants shall be maintained in good health for optimum life expectancy and shall be replaced by the Contractor as necessary after the expiry of their useful life.
- 5.4 Ensure all walkways, roads within the Chancery compound walkways, main Chancery building East & West courtyards, walkways leading to the Chancery cafeteria, blocks A,B,C and D, parking areas A , B and C are clean and free of all dust, dirt and grime. This also includes semi-annual de-silting and cleaning of all storm water drains and pits, catch basins and manholes on the Chancery compound.
- 5.5 Daily collection, removal and disposal of all wild grass, cuttings, leaves, bark and dead vegetation from the area maintained. This includes removal from the Chancery work-sites of all debris, resulting from the Contractor's operations prior to the end of the workday so as to prevent unsightly or inordinate accumulations. Collected debris, garbage and pruned materials shall be promptly removed to an authorized MCD or NDMC disposal site(s) by the Contractor using its own arrangements and equipment.
- 5.6 Maintenance of lawns at the off/on Compound houses during the summer relocation period as required by the High Commission.
- 5.6 De-Weeding: Arrange removal of weeding from grounds as required, to prevent encroachment by weeds into the landscapes. To prevent the growth of weeds, weed killing chemicals approved by the local authorities and the High Commission shall be applied as required.

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Additionally, de-weeding shall include the elimination of grass and weeds from cracks and joints within and outside building, roads, sidewalks and curbs.

- 5.7 Grass Cutting: Twice monthly cutting of the grass or more often to ensure a presentable condition. Grass clipping and cuttings shall be collected and removed immediately after mowing and disposed of by the Contractor.
- 5.8 Spraying: Spraying of photosynthetic activators as required and periodical organic fertilizer treatment of all the lawns within the High Commission. Regular spray of approved insecticides as preventive measure against plant diseases with all such horticultural practices which may be deemed necessary for control of the degeneration of the plants falls obligatory on the contractor.
- 5.9 Plant and Shrub Pruning: All shrubs, bushes and trees shall be pruned daily or as required. Pruning shall be accomplished in a manner to remove all superfluous matter to promote healthy growth.
- 5.10 Seasonal Plants: The contractor shall prepare and maintain beds for seasonal plants by trenching, dressing, manuring and transplanting the seedlings. The contractor shall be responsible for the supply of seeds required for such plants.
- 5.11 Watering: Water shall be provided by the High Commission and the Contractor shall ensure that the plants are adequately watered to promote proper health, growth, colour and appearance of cultivated vegetation. In the event of water shortage the Contractor shall be notified by the Project Authority as to the watering duties to be undertaken;; in such a case watering may be required during the night or by hiring water tanker. Nightly watering or by water tanker shall be performed on a periodical basis by the Contractor and must have pre-approval from the Project Authority.
- 5.12 Rich Soil: Rich soil shall be applied evenly over the sunken portions of lawns and around the roots of the plants as required. Only those fertilizers approved by the Project Authority shall be used.

## **6. Quality Assurance**

The Contractor shall institute a quality control and quality assurance program including the providing of monthly reports to the Project Authority. Any quality assurance inspection report which implies a performance for any part of the Work as inferior to the quality standards shall result in the application of corrective measures by the High Commission.

### **6.1 Quality Standards**

- 6.1.1 The Contractor shall take the utmost care for the safety of all indoor and outdoor plants, trees, shrubs, grass, etc., in accordance with professional standards, norms and guidelines for landscaping, horticulture and grounds maintenance. However, in the event of deterioration of any living plant due to a cause beyond the control of the Contractor the replacement of such plants will be performed by the Contractor on a periodical basis and must have pre-approval of the Project Authority.

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- 6.1.2 The Contractor shall, on request, furnish a complete written statement of the origin, composition and/or manufacturer of any and all materials supplied for the landscaping and grounds maintenance works and may be required to provide samples of materials from the stock for testing purposes.
- 6.1.3 The Contractor shall store and handle all chemicals, manure and fertilizer products in a safe and responsible manner.
- 6.1.4 Any defects which cannot be corrected immediately shall be reported verbally as soon as possible to the Project Authority.
- 6.1.5 The Contractor shall abide by the rules and regulation which the department may from time to time make or adopt for the care, protection and administration of the premises.

## **6.2 Inspection**

The Contractor will supervise their staff and perform regular inspection of the work in accordance with this Statement of Work and subsequently with its specifications and standards. The Project Authority may also complete routine and random inspections. Significant deficiencies must be responded to immediately by the Contractor and remedied within a reasonable time period as approved by the Project Authority.

## **7. Compartment**

The Contractor alone shall be responsible for the conduct, behaviour and discipline to be maintained at the site and its environment in respect of its personnel engaged or hired. In case any misconduct which may or may not involve financial loss or burden on the Mission, the Contractor alone shall take suitable action against such defaulting personnel in consultation with the Project Authority, however the Project Authority shall not be responsible and/or liable for any type of disputes arising out of such disciplinary action as and when taken by the Contractor against such defaulting personnel. The Contractor shall remove/substitute any of its personnel if the Project Authority so reasonably directs.

## **8. Meetings**

An English speaking supervisor of the Contractor shall meet with the Project Authority or his delegated authority every day and present all reports and take notes of all important points, if any, from the discussion to act upon those points. The supervisor appointed by the Contractor shall be responsible for the day to day operations of the services within the scope of services of this contract.

## **9. Health and Safety**

The Contractor shall ensure that health and safety guidelines are adhered to with respect to all health and safety regulations and measures including personnel and fire hazards recommended by National codes and/or prescribed by the authorities having jurisdiction concerning equipment, work habits and procedures.

The Contractor shall ensure that all equipment used to perform the work is in a state of good repair including performing periodical testing of on-site equipment in accordance with any Health & Safety requirement under Indian Law. The Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor shall be responsible for supplying suitable replacement equipment.

The Contractor shall provide training to all personnel assigned to the performance of the Work under this contract including proper handling, use and disposal of all chemicals and fertilizers.

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### 10. Schedule of Operations

Following the award of the Contract, the Contractor shall immediately undertake to prepare a schedule of operations (i.e. a Work Plan). This schedule is to be prepared on a year-planner type basis and shall include all required work. The schedule is to be delivered to the Project Authority within two weeks from contract award; for review and approval, in order to proceed with the work.

The Contractor shall prepare simple to use, yet detailed work schedules for use by its personnel. These schedules shall list the High Commission's daily and weekly routine and periodical services. These schedules shall give the dates for periodical tasks. These schedules are to be examined, and approved, by the Project Authority prior to the commencement of the contract.

Due to medical and security reasons the Contractor may not substitute personnel without prior approval of the Project Authority.

### 11. Resource Requirements

With regard to required resources, the Contractor must provide personnel that meet the minimum requirements detailed in 11.1 to 11.4, satisfy residency laws to legally work in the country and can be security cleared by the High Commission. The Contractor must provide the necessary documentation for the High Commission to complete security clearances.

The Project Authority must approve each resource prior to the resource performing work under the Contract. Upon request, the Contractor must provide for each resource: Curriculum Vitae, proof of training/certification as applicable, and three (3) references (i.e. name, address and contact information of company/client) to the satisfaction of the Project Authority.

#### 11.1 Supervisor

- a) Minimum five (5) years of experience in supervising ground maintenance services similar to the requirement detailed in the Statement of Work.
- b) Experience in ground maintenance best practices including horticulture, weed abatement and pest management and control.
- c) Fluent in English or French language.

#### 11.2 Head Groundskeeper

- a) Minimum five (5) years of experience performing landscaping and grounds maintenance services similar to the requirement detailed herein.
- b) Experience in grounds maintenance best practices including horticulture, weed abatement and pest management and control.
- c) Able to communicate verbally and understand written instructions in English

#### 11.3 Groundskeeper

- a) Minimum one (1) year of experience performing landscaping and grounds maintenance services similar to the requirement detailed herein.

11.4 The Contractor's on-site personnel must be in good health and free from any infection or disease. The Contractor shall be responsible for medical check-ups including chest x-ray as prescribed by the Project Authority prior to personnel being allowed on-site. This cost will be borne by the Contractor and will not be allowed as an expense against the contract. Contractor personnel found to be medically unfit shall not be allowed on-site.

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**Appendix “B” – Evaluation Criteria**

**1.0 Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

<b>Mandatory Technical Criteria (MT)</b>	
#	Mandatory Technical Criterion
<b>MT1</b>	<p><b>Signed Bid Submission</b>            The Bidder must have an authorized representative sign and date the first page of the solicitation.</p> <p>If the Bidder fails to provide the signed first page with its bid, the bid shall be declared non-responsive and given no further consideration.</p>
<b>MT2</b>	<p><b>Company Overview</b>            The Bidder must provide the following information:</p> <ul style="list-style-type: none"> <li>(a) Official company legal name.</li> <li>(b) Company address.</li> <li>(c) Laws under which the company is registered or formed.</li> <li>(d) An Account Manager including name, title and phone number (email address if available).</li> </ul>
<b>MT3</b>	<p><b>Experience of the Bidder</b>            The Bidder must possess minimum five (5) years of experience within the last ten (10) years from the bid closing date in providing landscaping and grounds maintenance services of similar size and scope to the requirement detailed in Appendix A, Statement of Work.</p> <p>Each project of similar size and scope is defined as follows:</p> <ul style="list-style-type: none"> <li>(a) A minimum duration of twelve (12) consecutive months;</li> <li>(b) A minimum ground area of 20,000 square meters;</li> <li>(c) A ground area of similar use or type to the High Commission area;</li> <li>(d) Scheduling, training and management of multiple resources assigned to perform various landscaping and grounds maintenance tasks.</li> <li>(e) A customer reference must be provided including contact person, name, title and telephone number (e-mail address if available).</li> </ul>

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**2.0 Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

**Table 1**

#	Point Rated Technical Criteria	Minimum Number of Points Required	Maximum Number of Points
RT1	Organization and Management	25	50
RT2	Equipment, Materials and Uniforms	15	30
RT3	Quality Assurance	7.5	15
RT4	Start-up Plan	7.5	15

**Table 2**

Overall Maximum Points Available =	<b>110</b>
Overall Minimum Points Required =	<b>77</b>
Bids must achieve an overall minimum percentage of 70%. Bids that do not meet this requirement will be declared non-responsive.	



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<b>Rating Table</b>	
Percentage of Available Points	Basis for Percentage Distribution
0%	The response is deficient. Bidder receives 0% of the available points for this element.
50%	The response includes some information, but is also missing a substantial amount of information. Some elements poorly described. Bidder receives 50% of the available points for this element.
70%	The response includes most of the information required to be complete meeting the established minimum and contains no significant weaknesses. Bidder receives 70% of the available points for this element.
85%	The response includes a substantive amount of the information required to be complete and contains several value added elements. Bidder receives 85% of the available points for this element.
100%	Substantial details provided leading to a complete and thorough understanding of the requirement. Bidder receives 100% of the available points for this element.
This Rating Table applies to all Point Rated Technical Criteria.	

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**Point Rated Technical Criteria (RT)**

**RT1 – Organization and Management**

#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT1	The Bidder should describe its team organization, management and capacity to ensure that it will maintain the appropriately trained competent personnel to fulfill the requirements in Appendix A, Statement of Work.	The Bidder should describe its approach to include at minimum the following:	
		<b>Team Organization and Management</b> (a) Description of the proposed resources including team organization, management, oversight and their respective roles and responsibilities.	Up to 15 points
		<b>Recruitment</b> (b) Strategy to recruit experienced supervisors, head groundskeepers and groundskeepers to meet the requirements and resource capacities detailed in Section 11 of the Statement of Work.	Up to 15 points
		<b>Performance Management</b> (c) Strategy for managing personnel performance (e.g. absenteeism, performance issues, arrival/departure time) including disciplinary policy (e.g. verbal /written reprimands, suspension, etc.)	Up to 5 points
		<b>Scheduling</b> (d) Strategy for scheduling the work of resources (e.g. supervisor, head groundskeepers, groundskeepers, etc.).	Up to 5 points
		<b>Additional Resource Capacity</b> e) Capacity to provide additional resources for as and when requested services such as periodical work.	Up to 10 points
Maximum Points =			50

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**Point Rated Technical Criteria (RT)**

**RT2 - Materials and Equipment**

#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT2	The Bidder should demonstrate that it will supply all the required equipment, tools, materials, supplies and uniforms as defined in Appendix A, Statement of Work	The Bidder should describe its approach to include at minimum the following:	
		<p><b>Equipment and Tools</b></p> <p>a) A list of commercial equipment and tools (e.g. Electric/gas commercial lawn mower, trimmers, oscillating sprinklers, garden hose with shower and spry gun, telescopic snap cutter, ladders, etc.) available to carry out the services, including specifications (e.g. make, type, model number, performance capabilities, quantity etc.) and that it is designed for the application it is to be used.</p>	Up to 10 points
		<p><b>Materials and Supplies</b></p> <p>b) A list of the materials and/or products (e.g. manure, fertilizers, photosynthetic-activators, weed killer, rich soil, etc.) that will be used to carry out the services, including specifications (e.g. brand name, manufacturer, item description, indicate if item is environmentally friendly, etc.).</p>	Up to 10 points
		<p><b>Uniforms</b></p> <p>c) A list of the items and quantities of uniform to be provided to personnel to carry out the Work in accordance with section 4.4 of the Statement of Work.</p>	Up to 10 points
Maximum Points =			30

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**Point Rated Technical Criteria**

**RT3 – Quality Assurance**

Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting
RT3	The Bidder should describe its Quality Assurance Program including its scope, standards and management.	The Bidder should describe its approach to include at minimum the following:	
		(a) Description of the Quality Assurance Program, its purpose, scope and relevant quality standards to ensure quality service at the work site.	Up to 10 points
		(b) The process the Bidder uses to identify and act upon non-conformance and to implement corrective action.	Up to 5 points
Maximum Points =			15

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**Point Rated Technical Criteria (RT)**

**RT4 – Start-up Plan**

#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT4	The Bidder should provide a detailed Start-up Plan outlining the steps involved to ensure the requirements in Appendix A can be met within a 2 week period from the Contract start date.	<p>The Bidder's technical bid should include:</p> <p>a) A description of the proposed start-up plan, outlining the steps involved to meet the requirements in Appendix A including a communications strategy with key stakeholders, recruitment plan, and personnel training on service standards/procedures. This plan should include the probable start-up risks and the risk mitigation strategies</p>	Up to 15 points
Maximum Points =			15

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**Appendix "C" – Certifications**

The certifications listed herein should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

**1. Certification of Understanding**

The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Contracting Authority so authorizes in writing.

\_\_\_\_\_  
Signature Bidder/Contractor

\_\_\_\_\_  
Date

**2. Certification of Education, Experience and Legal Right to Work in India**

We certify that all statements made with regard to the experience and legal right to work in the India of individuals proposed for completing the subject work are accurate and factual, and we are aware that the Project Authority reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive.

Should verification by the Project Authority disclose untrue statements, the Project Authority shall have the right to treat any Contract resulting from this Bid as being in default and to terminate it accordingly.

\_\_\_\_\_  
Signature Bidder/Contractor

\_\_\_\_\_  
Date

**3. Certification of Availability and Status of Personnel**

Certification from the Bidder that all personnel required under this contract will be available to commence the work at the period specified herein, and will remain available to perform the work in relation to the fulfilment of this requirement.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is not an employee of the Bidder/Contractor, the Bidder/Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is or who is not an employee of the Bidder/ Contractor, the Bidder/Contractor hereby certifies that such a person is under no restrictive covenant in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the work.

During the bid evaluation, the Bidder/Contractor MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder/Contractor agrees that failure to comply with such a request may lead to disqualification of the Bidder's/Contractor's proposal from further consideration.

\_\_\_\_\_  
Signature Bidder/Contractor

\_\_\_\_\_  
Date

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**4. Certification of Identity and Legal Capacity of Bidder**

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to Contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

\_\_\_\_\_  
 Signature Bidder/Contractor

\_\_\_\_\_  
 Date

**5. Former Public Servant Certification (Canada)**

Contracts with former Canadian public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

**Definitions**

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

**Former Public Servant in Receipt of a Pension**

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

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**6. Work Force Reduction Program (Canada)**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** ( ) **NO** ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Signature Bidder/Contractor

\_\_\_\_\_  
Date

**7. Federal Contractors Program for Employment Equity - Bid Certification (Canada)**

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

([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website

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.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Signature Bidder/Contractor

\_\_\_\_\_  
Date



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**Appendix “D” – Pricing Schedule**

1. Bidders shall quote in Indian Rupees (INR) firm prices/rates as indicated in the tables below that include all costs necessary to perform the work, **excluding** Value Added Tax (VAT) and Service Tax. Failure to provide pricing for an item will render the bid non-responsive.
2. The firm prices/rates are all inclusive and must include cost of labor, direct materials and supplies, equipment, fringe benefits, general and administrative expenses, overhead and profit, as applicable. All overhead expenses normally incurred in providing the services such as project office space and furnishings, word processing, work estimates, photocopying, courier and telephone charges, local travel are included in the firm prices/rates identified hereunder and will not be permitted as direct charges.
3. Bidders should review Part 4, Section 6.1.1 and 6.1.2 of the solicitation when pricing their financial proposals. The Bidder shall not penalize, reduce or eliminate social, financial or medical benefits obtained by their proposed personnel including but not limited to minimum wages, allowances, pension contributions, medical insurance coverage such as dental, health, etc., in order to be awarded the contract. Where local law requires bonuses, specific minimum wage levels, and premium pay for holidays, overtime, payments for social security, pensions, severance pay, sick or health benefits, childcare or any other benefit, the Bidder must account for this in its financial proposal. This includes but is not limited to: payment of wage Act 1936, Minimum Wage Act 1948, Workmen’s Compensation Act 1923, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, employee State Insurance Act 1948, Employee Provident Fund, Misc. Provision Act 1952, service tax, work contract, Pollution Control Authority etc. DFATD shall not be liable, in any way, to discharge any of the responsibilities of the Contractor.
4. Travel and Living Expenses will not be paid for any part of this contract including any relocation required to satisfy the terms of the contract.
5. The volumetric (estimated usage) data is provided in good faith and does not represent a commitment on the part of Canada. Canada’s actual usage may be higher or lower.
6. Bidders should provide a price breakdown for each period in Schedule 1 as follows:
  - i. Labour: For each labour category, bidders must indicate: a) the quoted firm daily or hourly rate, inclusive of overhead, fringe benefits, general and administrative expenses and profit, if any; and b) the corresponding time allocation (e.g. number of days/hours).
  - ii. Equipment, if applicable: Bidders should specify each item required for purchase, lease or rental and provide the pricing basis for each one.
  - iii. Materials and Supplies, if applicable: Bidders should identify each category of materials and supplies required for purchase and provide the pricing basis of each one. Bidders should indicate, on a per category basis, whether the items are likely to be consumed during the performance of the contract.
  - iv. Other Direct Charges, if applicable: Bidders should identify any other category of direct charges anticipated and provide the pricing basis for each. All overhead expenses normally incurred in providing the services such as project office space and furnishings, word processing, work estimates, photocopying, courier and telephone charges, local travel are included in the firm rates and will not be permitted as direct charges.

RFP No. 14-75757

Date: November 11, 2013

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**PRICING SCHEDULE 1: FIXED GROUNDS MAINTENANCE AND LANDSCAPING SERVICES**For the Work described in the Statement of Work in Appendix A **excluding** Periodical Work:

<b>PRICING SCHEDULE 1 – FIXED SERVICES</b>				
#	Period	Firm All-Inclusive Monthly Rate (per month)	No. of Months	Sub Total (in Indian Rupees)
		<b>A</b>	<b>B</b>	<b>C = A x B</b>
1	Initial Contract Period	INR _____	36	INR _____
2	Option Period One	INR _____	12	INR _____
3	Option Period Two	INR _____	12	INR _____
Pricing Schedule 1 – Evaluated Price (sum of column C) =				INR _____

**PRICING SCHEDULE 2: PERIODICAL GROUNDS MAINTENANCE AND LANDSCAPING SERVICES**

For the Work described in the Statement of Work in Appendix A as Periodical Work:

<b>PRICING SCHEDULE 2A – PERIODICAL SERVICES – LABOUR</b>								
	Description	Initial Contract Period		Option Year One		Option Year Two		Sub Total (in Indian Rupees)
		Firm Hourly Rate (INR)	Estimated Level of Effort (hours)	Firm Hourly Rate	Estimated Level of Effort (hours)	Firm Hourly Rate	Estimated Level of Effort (hours)	
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G = (A x B) + (C x D) + (E x F)</b>
1	Supervisor	_____	300	_____	100	_____	100	INR _____
2	Head Groundskeeper	_____	600	_____	200	_____	200	INR _____
3	Groundskeeper	_____	1200	_____	400	_____	400	INR _____
Pricing Schedule 2A – Evaluated Price (sum of column G):								INR _____

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**PRICING SCHEDULE 2B – PERIODICAL SERVICES – MATERIALS AND SUPPLIES**

	Description	Mark-up Percentage	Estimated Expenditure – (including initial and option periods)	Sub Total (in Indian Rupees)
		<b>A</b>	<b>B</b>	<b>C = (A x B) + B</b>
1	Materials and Supplies (for PERIODICAL work only)	_____ %	INR 1,000,000	INR _____
2	Pricing Schedule 2B – Evaluated Price (sum of column C):			INR _____

### 2.2.1 Material and Supplies

The material and supplies will be paid at the Contractor's laid down cost plus a mark-up of \_[as indicated above]\_\_\_ percent.

### 2.2.2 Mark up

The difference between the Contractor's laid-down cost for a product and the resale price to the Crown. Mark-up includes applicable internal cost allocation by the Contractor such as purchasing expense, transportation, internal handling and general and administrative expenses, less trade discounts, plus a profit.

### 2.2.3 Laid Down Cost

For the purpose of this Contract, "Laid Down Cost" shall be defined as "the cost incurred by the Contractor to acquire a specific product or service for Canada, Delivered Duty Paid (DDP) and VAT extra, if applicable".

### 2.2.4 Cost Limitation

The sum total of the Laid-Down Cost and the Mark-Up cannot exceed the manufacturer's suggested retail price.

## PRICING SCHEDULE 3: SUMMARY PRICING SCHEDULE

<b>SUMMARY PRICING SCHEDULE</b>	
Total Evaluated Price – Sum of Schedules 1, 2A, 2B (VAT & Service Tax excluded):	INR _____