



**General Services
Contract**

Between

**Her Majesty the Queen in right of
Canada** represented by the Minister of
Foreign Affairs (referred as "Canada")

and

C1. XXXXXXX
(referred as the "Contractor")

for

Performance of the Work described in
Annex "A" – Statement of Work

C2. TITLE Contract for Cleaning Services for the Canadian Embassy in Beirut, Lebanon.	
C3. CONTRACT NUMBER 0	C4. DATE Insert date of section 2.2
C5. CONTRACT PRICE USD\$	
FOR THE MINISTER	
_____ Signature	_____ Date
_____ Print Name and Capacity	

1. Interpretation

1.1. **Definitions.** In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Canada", "Crown, "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Contract" means the contract documents and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contractor" means the person, corporation, partnership or other entity named in the Contract to supply legal services to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Tax;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Force majeure" means any unforeseeable and irresistible event, including any act of God or of the Queen's enemies, revolution, insurrection, sabotage, vandalism, epidemic, flood, washout, landslide, earthquake, lightening, storm, act of terrorism or any act by a third party that cannot be reasonably foreseen or provided against, when such event prevents a party from performing its obligations under the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

1.2. **Priority of Documents.** The Parties agree to be bound by the following documents:

1. Articles of Agreement
2. Supplementary Conditions (If applicable)
3. Statement of Work (Annex A)
4. Basis of Payment (Annex B)
5. The Contractor's Bid.

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

- 1.3. **Entire Agreement.** The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.
- 1.4. **Applicable Laws.** The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.
- 1.5. **Number and gender.** In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.
- 1.6. **Powers of Canada /State Immunity.** All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.
- 1.7. **Time of the Essence.** Time is of the essence. The Contractor must provide in a timely manner all components of the Work.
- 1.8. **Excusable Delay.**
1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor; and,
 - d. occurred without the fault or neglect of the Contractor
- will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
 3. However, if an Excusable Delay has continued for thirty (30) days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
 4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

- 1.9. **Severability.** If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.
- 1.10. **Successors and Assigns.** The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.
- 1.11. **Survival.** All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

2. Performance of the Work

- 2.1. **Description of Work.** The Contractor must perform the Work described in the Statement of Work at Annex "A" in accordance with the Contract.
- 2.2. **Period of the Contract.** Unless the Contract is terminated before or extended beyond the end date, the period of the Contract is from [CLICK HERE TO ENTER A START DATE](#) to [CLICK HERE TO ENTER AN END DATE](#) inclusive.
- 2.3. **Option to Extend the Contract.** The Contractor grants to Canada the option to extend the term of the Contract by up to 2 additional one year periods 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.
- 2.4. **Exercise of Option to Extend.** Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Departmental Representative, and will be evidenced for administrative purposes only, through a contract amendment.
- 2.5. **Independent Contractor.** The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.
- 2.6. **Conduct.** The Contractor must:
- a) perform the Work diligently and efficiently;
 - b) perform the Work with honesty and integrity;
 - c) except for Government Property, supply everything necessary to perform the Work;
 - d) select and employ a sufficient number of qualified persons;
 - e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
 - f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- 2.7. **Assigned Individuals.** If specific individuals are identified in Annex A to perform the Work,

- a) the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;
 - b) the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual;
 - c) the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.
- 2.8. **Competence.** The Contractor must not have the Work performed by any person who, in the opinion of Canada, is incompetent or unsuitable for the Work, or has conducted himself or herself improperly, or who is unlicensed in the relevant jurisdiction.
- 2.9. **Replacements.** Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section 2.7. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- 2.10. **Compliance with Local Law.** In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in Beirut, Lebanon.
- 2.11. **Subcontracts.** The Contractor must obtain prior consent in writing of Canada's Representative in order to subcontract any part of the work. Canada may require the Contractor to provide such particulars of the proposed subcontract as it considers necessary. In the event that Canada agrees to a subcontract,
- a) subcontracting does not relieve the Contractor from any of its obligations under the Contract and does not impose any liability upon Canada to a subcontractor; and
 - b) the Contractor must ensure that all terms and conditions of the Contract that are of general application will be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plan or Material.
- 2.12. **Inspection and Acceptance.** All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

3. Payment Terms

- 3.1. **Basis of Payment.** Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.
- 3.2. **Limitation of Price.** 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 Departmental Representative before their incorporation into the Work.
- 3.3. **Inspection and Acceptance of the Work.** All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its

responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

- 3.4. **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 section 3.6;
 - b) all such documents have been verified by Canada;
 - c) the Work performed has been accepted by Canada.
- 3.5. **Audit.** Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.
- 3.6. **Invoicing Instruction.** 1. The Contractor must ensure that each invoice it provides to Canada:
- a) is submitted in the Contractor's name;
 - b) is submitted each month do so for each delivery or shipment;
 - c) only applies to the Contract;
 - d) shows the date, the name and address of Canada's Representative, the description of the Work and the Contract number;
 - e) details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Tax;
 - f) sets out Applicable Tax, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
 - g) identifies all items that are zero-rated, exempt from Applicable Tax or to which it does not apply.
2. By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.
- 3.7. **Payment Period.** Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid in accordance with the section 3.12.
- 3.8. **Discrepancies.** If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of the invoice receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the

Contractor within fifteen (15) days will only result in the date specified in subsection 3.7 to apply for the sole purpose of calculating interest on overdue accounts.

- 3.9. **Termination Payments.** If a termination for convenience notice is given pursuant to section 4.2, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.
- 3.10. **False Declaration.** If the Canada reasonably believes that the contractor has made a false declaration in relation to any section of Article 9 or fails to comply with the terms set out in section 3.5 (Audit) or sections 5.1 and 5.4 (Confidentiality or Access to information), Canada may withhold any amount that is payable to the Contractor until such time as the facts are confirmed. In the event that the Contractor has made a false declaration, section 3.11 will not apply to the withheld amounts and Canada will be deemed to have paid all amounts owing to the Contractor and will owe nothing more. If Canada was mistaken, then section 3.11 will be applicable to any overdue account.
- 3.11. **Interest on Overdue Accounts.** For the purpose of this section and section 3.12:
- a) "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;
 - b) "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 - c) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract; and
 - d) an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.
- 3.12. **Interest Payable.** Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.
- 3.13. **Remittance to appropriate tax authority.** The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

4. Suspension and Termination of the Contract.

- 4.1. **Suspension of the Work.** Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.
- 4.2. **Termination for Convenience.** At any time before the completion of the Work, Canada may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract, whether immediately or with a delay specified in the notice. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the

termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice. The payments to be made as a result of termination for convenience are set out in section 3.9

- 4.3. **Infraction.** Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in Article 9.
- 4.4. **Termination for Default.** 1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Departmental Representative may, to the extent permitted by the applicable law by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

5. Information and Intellectual Property

- 5.1. **Confidentiality – Contractor.** Subject to any obligations imposed on the Contractor by Lebanon laws applicable to the Contractor, the Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
- 5.2. **Confidentiality – Canada.** Subject to law, including the Canadian *Access to Information Act*, R.S.C. 1985, c. A-1, and subject to any right of Canada under the Contract to release or disclose information, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor. Section 23 of the *Access to Information Act* is available to protect information subject to solicitor-client privilege from public disclosure.
- 5.3. **Exception.** The obligations of the Parties set out in this Article do not apply to any information where the same information:
- a) is publicly available from a source other than the other Party;
 - b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - c) is developed by a Party without use of the information of the other Party.

- 5.4. **Access to Information.** Records created by the Contractor that are under the control of Canada are subject to the Canadian *Access to Information Act*. The Contractor acknowledges Canada's responsibilities under that Act and must, to the extent possible, assist Canada in discharging these responsibilities.
- 5.5. **Proactive Disclosure.** The Government of Canada is committed to publicly disclose elements of all procurement contracts for goods and services entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These elements are the vendor name, reference number, contract date, description of Work, contract period or delivery date, and contract value.
- 5.6. **Copyright.** Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 5.7. **Moral Rights.** At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

6. Liability

- 6.1. **Each Party's Liability.** The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, representatives or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party.
- 6.2. **Indemnification.** The Contractor will indemnify Canada from all claims, losses, damages, costs, expenses, actions and other proceedings made in any manner, which arise out of the professional negligence or default of the Contractor or its representatives, employees and agents in the performance of the Contractor's obligations under this Contract.

7. Insurance Terms

- 7.1. **Insurance at Discretion of Contractor.** The Contractor is responsible for deciding which amount of insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

8. Authorities and Communication.

- 8.1. **Canada's Representative.** Canada's Representative for this Contract is:

Name:
Title:
Global Affairs Canada
Directorate:
Address:
Telephone:
Facsimile:
E-mail address:

- 8.2. **Substitute.** Canada reserves the right to replace Canada's Representative by written notice to that effect provided to the Contractor.
- 8.3. **Communication and Notices.** Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.
- 8.4. **Management of the Contract.** Subject to the other provisions of this Article 8, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. 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 Canada's Representative.

- 8.5. **Contractor's Representative.** The Contractor's Representative is:

Name:
Title:
Company:
Address:
Telephone:
Facsimile:
E-mail address:

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada to that effect.

- 8.6. **Amendment.** To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.
- 8.7. **Assignment.** The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

9. Governance and Ethics

- 9.1. **Conflict of Interest and Values and Ethics Codes for the Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2 (as amended from time to time), the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Service*, *Code of Conduct for Canadian Representatives Abroad* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

- 9.2. **No Bribe.** The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- 9.3. **Conflict of Interest.** 1. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to Canada's Representative.
2. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to Canada's Representative in writing. If Canada's Representative is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to Canada's Representative's attention, Canada's Representative may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default.
- 9.4. **Contingency Fees.** The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).
- 9.5. **Incapacity to Contract with the Government.** The Contractor certifies that no one convicted under any of the provisions under subsection a) or b) are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:
- a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian *Financial Administration Act*, R.S.C. 1985, c. F-11, or
 - b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
 - c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
 - d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian *Competition Act*, R.S.C. 1985, c. C-34, or

- e) section 239 (False or deceptive statements) of the Canadian *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
 - f) section 327 (False or deceptive statements) of the Canadian *Excise Tax Act*, (R.S.C., 1985, c. E-15, or
 - g) section 3 (Bribing a foreign public official) of the Canadian *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or
 - h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
 - i) any provision under the local law having a similar effect to the above-listed provisions.
- 9.6. **Anti-Terrorism.** Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.
- 9.7. **International Sanctions.** From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. Persons in Canada, and Canadians outside of Canada, are bound by these sanctions. The Contractor agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors. Also, as a result, the Contractor must not supply, and the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. For additional information on economic sanctions, refer to the following website:
http://www.international.gc.ca/sanctions/current_sanctions_actuelles.aspx?lang=eng

The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 4.2.

10. Dispute Resolution.

10.1 Discussion and Negotiation. If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

DRAFT

SUPPLEMENTARY CONDITIONS

Not applicable

Annex A Statement of Work

1. Title

Commercial Cleaning Services at the Canadian Embassy in Beirut, Lebanon.

2. Background

The Canadian Embassy in Beirut, Lebanon is located at 43 Jal El Dib, Jal El Dib Highway, Seaside Road, Beirut, Lebanon. The total surface area of the chancery is of 2740 m² and comprises: the basement area, the parking and storage space, the ground floor, the mezzanine, the first, 2nd and 3rd Floors, the outside parking area, the front area of the building, patio and two guard's houses.

While the majority of the work will be located at the Chancery Building of the Embassy located in Jal el Dib (sea road), cleaning staff may be called upon to provide similar work at the Official Residence of the Ambassador in Rabieh, or at the apartments of the Embassy's diplomatic staff located in Rabieh or Ashrafieh, or at any other venue as required by the Embassy of Canada.

3. Objective

The Contractor will provide commercial cleaning services at the Canadian Embassy in Beirut, Lebanon. The Contractor will provide the professional services of a team of cleaners for the Chancery. A supervisor appointed by the Contractor is to visit the chancery bi-weekly to ensure the cleaners are well equipped at all times, to oversee the work of the cleaning team and to provide liaison between the contractor and the Embassy.

4. Scope

The Contractor will be responsible to provide commercial cleaning services including all labour, monthly supervision, material, consumables, transportation, tools and equipment within all office, representational and utility spaces, recreational facilities and lobbies at the Chancery as detailed herein and is exempt only from those items that are specifically noted.

The contractor will also provide cleaning services for the glass that covers the four façades of the chancery. The total surface area of the four façades is of 1,900m²; the façades of the East and West are of 600m² each and the façades of the North and South are of 350m² each. All façades are fully covered by window glass.

5. Regularly Scheduled Services

The Contractor will assign a team of uniformed cleaners to perform commercial cleaning services on a daily basis at the Chancery Building. The Contractor shall provide replacement staff in case of absenteeism. In case the Contractor does not provide replacement staff, any expenditure incurred by the Mission for operation shall be recovered from the Contractor or adjusted against amount due and payable.

Routine cleaning shall be undertaken within the Chancery premises between hours 07:30 - 16:30, Monday through Thursday and between hours 07:30 – 13:30 on Friday.

In addition to the work outlined in the above paragraph, supervised cleaning of the secure areas of the Chancery shall take place between 07:30 - 08:30, Monday to Friday. For this cleaning, the Contractor shall provide the services of two (2) cleaners who must work in close proximity to one another. A schedule giving detailed instructions will be provided by the Embassy of Canada for this portion of the cleaning service. These cleaners will be escorted by a member of the Embassy of Canada.

In carrying out cleaning services, the Contractor, with due recognition of the special nature of Embassy of Canada's business, shall take care and not inconvenience the business activities of Embassy of Canada personnel. The Embassy of Canada has approximately 11 statutory holidays per year. These days may change from year to year and do not necessarily correspond to the holidays observed by local Lebanese.

Cleaning service provided to the Embassy of Canada must follow the holiday schedule and opening hours as determined by the Embassy.

Equipment, Materials and Suppliers

Canada to supply:

The Embassy of Canada will supply toilet paper towels, cloth towel rolls, hand sanitizer, tissue paper, paper cups, floor sealers and garbage trolleys only.

Proper measure shall be taken to see that the equipment of the Mission is protected against dust, physical damage and contamination by maintaining high standards of sanitation practices, and personal hygiene. Proper tools and tackles must be used for provision of requisite services. If it is proven that the breakdown/loss of material etc. at the Mission was because of negligence on part of the contractor or its staff, it will be repaired and/or replaced by the contractor at its own cost.

Contractor to supply:

a) All other equipment and supplies to be used for cleaning are to be provided by the Contractor. These items are to include brooms, brushes, mops (wet and of treated yarn or cloth), vacuum cleaners (dry and wet, dry must possess beater bar), floor scrubbers, polishers, buffers, ladders, buckets, mop tankwringers, liquid soap, powder soap, sanitary / plastic waste disposal bag, janitorial carts, detergents, metal polish, glass cleaners, rags, disinfectant, and other miscellaneous equipment and supplies not otherwise provided or specified but necessary to perform the required services.

All supplies and equipment are to be of a high quality and commercial/industrial grade as approved by the Project Authority.

b) Cleaning material manufactured by reputed companies to be used for cleaning purposes and for glass cleaning stain removers or equivalent for other general cleaning purposes. All products should be bio friendly and odourless.

6. Tasks

The Contractor must perform the following cleaning and maintenance tasks based on the service schedule indicated:

DAILY

<p>Common area – Includes: Main Reception, all stair cases, landing areas, kitchens, consular and Immigration visitors waiting area.</p>	<p>Floor - sweep, dust, mop or vacuum. Table Tops, Counters - dust, keep tidy. Walls - wipe stainless steel surface. Remove marks off walls as required. Glass surfaces - clean with cleaning solvent twice a day, and include both side of plates and doors. Waste disposal - empty waste paper baskets and remove other waste. Fixtures - dust with dry cloth. Wipe receptacles inside and outside as necessary. Sink - clean and disinfect. Clean the interior of the microwaves and kitchen counters Wall hanging / Picture frames / clock (as & when directed) / Fire hose cabinet - dust and wipe. Magazine racks - dust with dry cloth.</p>
<p>All Washrooms in all floors including Gym, drivers' room, multipurpose room, and conference rooms.</p>	<p>Floor (Tiles) - washed, rinsed with soap and disinfect (as & when required). Toilets - Clean (Scrub) both side of toilet seats with a disinfection solution. Walls - Wipe tiles, clean mirrors, wipe exterior of waste receptacles, spot clean as necessary. Doors - spot clean both side. Counters - wash and clean, including water taps. Sink - clean and disinfect. Restock - paper towels, soap, soap dispensers, toilet paper.</p>
<p>Offices in the Chancery, Conference rooms, Offices in secured areas,</p>	<p>Floor - Vinyl - Vacuum twice per week, spot clean any stains / marks as directed. Desk, tables - wipe surfaces with clean dust cloth.</p>

interview booths, storage rooms, gym and multipurpose room.	Wall - Dust baseboard, ledges and mouldings. Spot clean as necessary. Waste disposal - empty waste paper basket and remove any other waste. Wipe receptacles inside and outside as necessary. Wall hanging / Picture frames / clock (as & when directed) / Fire hose cabinet - dust and wipe.
Two security gates, Parking, and Basement.	Floor - sweep. Table Tops, Counters - dust, keep tidy. Walls - wipe all surface Counter - wipe, including taps. Sink - clean and disinfect. Glass surfaces - clean with cleaning solvent twice a day, and include both side of plates and doors. Waste disposal - empty waste paper baskets and remove other waste. Wipe receptacles inside and outside as necessary. Wall hanging / Picture frames / clock (as directed) / Fire hose cabinet - dust and wipe.
Exterior	Remove graffiti and posters from exterior walls, doors and window at street levels. Keep all area clear of litter (cigarette buds, paper, leaves etc.) all entrances and loading area. Clean and polish outside signs, ornamental metal work, and metal entrance doors and push bars. Empty and clean ash trays, sand urns (as required). Empty and damp wipe exterior of all waste receptacles, supply and insert new plastic bags of correct size.
Garbage - Chancery (interior and exterior)	Dispose Garbage twice a day at dumping area.
Bottled water Management	Distribute drinking water bottles on the premises, and in-charge for receiving, cleaning & replenishing the water coolers within Chancery building, Guard houses, and keeping record/ counting, carrying/ removal of empty bottles & reporting of any malfunction of water dispensers to the Property Section.

WEEKLY

Common area - Includes Main Reception, and all stair cases and landing area. Immigration and consular visitors waiting areas	Walls - clean surfaces around elevator control panel. Walls - remove marks, smudges etc. Hand Rail - wash with detergent / disinfectant. Sweep, spray buff and sweep floors. Clean both side of all glass doors, windows and metal surrounds.
Elevators	Floor (Carpet) vacuum, spot clean any stains on carpet. Clean door tracks -Daily Floor (Vinyl) - sweep, wash and rinse with clean water and mop. Walls - wipe where necessary inside, including control panel and hand rails. Doors - wipe outside, stainless steel frame, control panel. Remove finger marks, smudges and stain.
Offices in Main Chancery, Conference room, Offices in secured areas, multipurpose room.	File cabinets, window sill, shelving - wipe surfaces, Walls - remove marks, smudges etc. Dust and wipe wall hangings / Pictures.
All Washrooms including GYM	Walls Partition - disinfect Floor (Porcelain Tile) - Machine scrub floors and rinse with agermicidal solution Pour hot water in toilets.
All security gates, Drivers' room, Handyman tools room and Work shop.	Walls - remove marks, smudges etc. Dust and wipe wall hangings. File Cabinets, Window Sill, and Shelving - wipe surfaces.

MONTHLY

Entrances and Lobbies	Remove foot grills and clean out recessed pan and drain.
Storage Rooms in basement	Floor (Concrete) - sweep, then wet mop. Doors - wipe both side.

	Shelving, Storage cabinet - wipe, including tops of storage.
Custodial supply Rooms	Walls, Shelves etc. – wash
Displays Areas, Corporate Display, Display cases	Wipe.
All washrooms	Wash and disinfect wastepaper and refuse receptacles including metal containers. Wash walls, Scrub floor and shower curtains using a soap less detergent containing sequestering agent to remove soap scum and rinse with clear water. Clean handles, shower heads and other fixtures.
Furniture, Fixtures and Fabric Partitions	Vacuum upholstered furniture. Remove and clean on both side, all glass or plastic plates covering furniture and dust top of furniture before replacing plates.
Common Area inside Chancery	Floor - Machine Scrub, Wash, Buff, Strip refinish and Reseal. All area shall present an overall appearance of cleanliness, have a shine and be dust free.
Scheduled Cleaning Operation	Clean all leather, Vinyl and leatherette upholstered furniture.

PERIODICALLY – In consultation with the Project Authority

Computers	Wipe surface with a dry cloth (including glass on monitor) every three months.
Dormant storage space	Sweep and wash floor, clean shelves etc. on request.
Fire Equipment	Clean both side of cabinet door glass. Dust interior every three months.
Interior Windows	Wash sunscreens every three month or as required. Clean glass every three months.
Exterior Windows	Wash all exterior windows
Walls	Thorough cleaning to remove all scuff marks, dirt, smudges etc. as & when required in all areas of Chancery, including hallway, Offices, service building offices, etc.
Roof Cleaning	Remove all debris from the floor area and dispose. Sweep roof area and insure no garbage in the roof drains
Common Area inside Chancery	Floor - Machine Scrub, Wash, Buff, Strip refinish and Reseal as directed. All areas shall present an overall appearance of cleanliness, have a shine and be dust free.

6. Schedule of Operations

- a. 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 one week from contract award; for review and approval, in order to proceed with the work.
- b. The Contractor shall prepare simple to use, yet detailed work schedules for use by the contract cleaning staff. These schedules shall list the Embassy of Canada's daily and weekly routine and periodic cleaning.

These schedules shall give the dates for periodic cleaning tasks. These schedules are to be examined, and approved, by the Project Authority prior to the commencement of the contract or when they are updated.

Due to medical and security reasons the Contractor may not substitute a member of the cleaning staff without prior approval of the Project Authority, as per section 2.9 of the Contract.

7. Quality Standards

The Contractor shall institute a quality control and quality assurance program including the provision of regular 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 as set by the Project Authority shall result in the application of corrective measures.

Quality Standards

7.1 General Conditions

7.1.1 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 cleaning work and may be required to provide samples of materials from the stock for testing purposes.

7.1.2 The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. The Project Authority reserves the right to have the equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor is responsible to supply replacement equipment. The Contractor must use commercial equipment.

7.1.3 The Contractor shall store and handle all chemicals and cleaning products in a safe and responsible manner.

7.1.4 The Embassy of Canada will not be responsible for damage to the Contractor's supplies, material, or equipment, or to the Contractor's employees personal belongings brought or left in the Chancery and/or Embassy of Canada Grounds.

7.1.5 Any defects which cannot be corrected immediately shall be reported verbally as soon as possible to the Project Authority. Any blockages in pantries, kitchens, or washrooms are to be reported immediately to the Project Authority.

7.1.6 Cleaning material manufactured by reputed companies to be used for cleaning purposes to be supplied by the contractor. All products should be bio friendly and odourless.

7.2 Custodial Supply/Storage Room

The Embassy of Canada shall provide stock room(s) for full-time use by the Cleaning Contractor. This room contains storage space for cleaning equipment and supplies. There is also access to several custodial/supply rooms throughout the embassy for use by the cleaning staff. All floors shall be clean and free of debris. All fixtures and walls shall be free of dust and stains. Mop pails shall be emptied and free of odours. There shall be no waste paper, garbage or empty containers left in these rooms. These rooms are not to be used as lunch rooms.

7.3 Elevator Cleaning

Floors, including corners, threshold plates and door tracks shall be clean. Carpeted floors shall be free of dust, dirt, and debris (litter). Walls shall be free of dust, finger or splash marks, streaking and water marks. Handrails and baseboards shall be clean and polished. Doors and frames shall be free of finger marks etc. No abrasive cleaning products are to be used on this or any other stainless steel surface.

7.4 Floors

7.4.1 Chairs, waste paper baskets etc., must not be placed on desks, tables or work benches during cleaning operations.

7.4.2 Care must be taken not to allow cleaning solutions to seep under furniture legs, file cabinets or partitions.

7.4.3 When sweeping, there shall be no dirt, trash, or other matter left in corners or under furniture, or behind doors. Floors shall be free of dust film. There shall be no dust left where sweepings were picked up. Furniture and equipment shall be returned to its original location prior to sweeping operations.

7.4.4 When wet mopping, all mopped areas shall be clean and free of surface stains, mop streaks, and loose mop strands. Walls, baseboards, and other surfaces shall be free of water marks and splashing.

7.4.5 When scrubbing/stripping, there shall be no surface dirt or stains visible following the scheduled scrubbing operation. There shall be no wax or finish build-up on the floor surface following stripping operations. The furniture shall be moved for complete floor coverage. Walls, baseboards, and other surfaces shall be free of water marks, splashing, and scratches from equipment.

7.4.6 When finishing/polishing floors, the floor shall be free of streaks, mop strand marks, skipped areas, and other evidence of improper application. The floor shall be clean and bright looking, including corners and under furniture. There shall be no residue on walls, baseboards, furniture, and other surfaces. Furniture and equipment shall be returned to its original location after finishing/polishing operations.

7.5 Glass Cleaning

Interior:

Plate glass, tables, doors, and display unit glass shall be clean on both sides and free of water marks. Sash, sill, and stool shall be clean and free of water or streak marks. Items moved during cleaning operations shall be returned to their original locations.

Exterior:

All the necessary material and supplies to wash, remove stains and clean the window including but not limited to sponges, detergent, squeegees, glass scraper should be included;
High-rise professional and trained staff to complete the window cleaning;
all the necessary equipment to ensure the safety of the cleaners;
The services shall be rendered on call-basis up to four applications per year or as requested;
Schedule for cleaning shall be set by the embassy;
The contractor will be fully responsible for any damage to the property resulting from the execution of the work.

7.6 Light Fixtures

Light fixtures shall be free of dust and insects. No dirt shall be left on furniture or floors beneath fixtures. Once washed, light fixtures shall be clean and free from streaks. No water marks shall appear on furniture or floors

7.7 Room Cleaning

7.7.1 When dusting, furniture shall be free of dust, finger marks, and stains. Baseboards, radiators, grills, window sills, and other fixtures shall be free of dust. Glass tops on desks and tables shall be clean and free of finger marks and stains. All pictures, plaques, and other wall hangings shall be free of dust. Corners and crevices shall be free of dust. Papers and files left on furniture shall not be disturbed by the cleaning staff.

7.7.2 When wiping, mirrors and all other glass and smooth surfaces shall be clean and free of dust, dirt streaks, and spots.

7.7.3 When removing waste, all paper and waste receptacles shall be emptied and surfaces of receptacles shall be wiped clean.

7.8 Shipping/Garbage Area

Floors shall be clean and free of debris/litter. Burnable and non-burnable material shall be stored separately. Empty garbage containers shall be clean and free of odours.

7.9 Stairways and Landings

When sweeping and dusting, stair landings and corners shall be free of dirt, dust streaks, and debris/litter. Stair railings and ledges shall be free of dust.

7.10 Washrooms

7.10.1 Sanitary receptacles shall be emptied and disposal bags replaced. All sanitary receptacles shall be free of odours, spots, stains, and finger marks.

7.10.2 All supplies dispensers shall be filled.

7.10.3 When cleaning fixtures, all surfaces of sinks, counters, and all exposed piping shall be free of dust, dirt spots, and stains. All surfaces of toilet seats, bowls, and urinals shall be disinfected. Water taps shall be free of stains, soap build-up, and dust. Mirrors shall be clean and free of streaks and water marks.

7.10.4 Walls and stall partitions shall be free of dust, hand and finger marks, water streaks, mop marks, and stains.

7.11 Water Fountains

When wiping, all metal surfaces shall be clean and free of stains and marks. All fountains shall be disinfected. All surfaces shall be free of spots. No abrasive cleaning products are to be used.

8. 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. The Contractor must maintain a work log which should contain a check list enumerating the tasks mentioned as per the table provided under scope of work item # 5 Regularly Scheduled Services and 6 (Tasks).

9. Uniforms

The Contractor must provide summer/winter uniforms including shoes at its own expense, for its staff that clearly identify them as employees of the Contractor and distinguish them as cleaners. Such uniforms will be selected in a manner that ensures a consistently excellent representational image (clean, neat and in good repair) for Canada and must meet with Project Authority approval. The Contractor must ensure cleaning staff are appropriately dressed and that security pass is visible at all times.

10. Comportment

The Contractor must ensure that cleaning staff maintain a positive image. The behaviour of staff and/or representatives of the Contractor are essential factors in presenting a positive image; either in terms of politeness or knowledge.

The Contractor alone shall be responsible for the conduct, behaviour and discipline to be maintained at the site and its environment in respect of the personnel engaged or hired. In case any misconduct which may or may not involve financial loss or burden on the Mission/occupant, the contractor alone shall take suitable action against such defaulting personnel in consultation with the Project Authority but 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 personnel if the Project Authority so directs.

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 and the general welfare and comfort of the visitor, owner / occupant's personnel.

11. 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 Lebanese 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 cleaning products including sanitizers, disinfectants, etc.

The Contractor's resources for this work must be in good health and free from any infection or disease. The Contractor shall be responsible for medical check-ups as prescribed by the Project Authority for all of the workers prior to their starting work at the Embassy. The Contractor shall be responsible for the workers to undergo the chest x-ray for which the cost shall be borne by the Contractor. Personnel who are found to be medically unfit shall not be allowed to work under this contract.

12. Cleaning and Rubbish Removal

The Contractor must prevent the accumulation of wastes which create hazardous conditions.

The Contractor will ensure that resources:

- a) do not dispose of volatile waste liquids in storm or sanitary drains;
- b) store volatile wastes in covered metal containers and remove from premises daily;
- c) provide adequate ventilation during use of volatile or noxious substances;

13. Staff Security Clearance

At a mission (Embassy), 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 at the mission, official residence or staff quarters. All personnel involved in the work must be properly supervised on the premises of the mission. Access to restricted or secure zones 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. If the contractor breaches this, Global Affairs Canada (GAC) shall terminate the Contract immediately without notice or any further obligations to the contractor. The contractor shall immediately refund to the Receiver General of Canada via GAC all unspent funds provided under this contract. GAC reserves the right to conduct periodic background checks on personnel employed or subcontracted by the contractor. GAC reserves the right in its sole discretion to decide that personnel employed or subcontractor be the contractor are unsuitable. In such circumstances, the contractor shall ensure that personnel are removed from the property and replaced with personnel suitable to GAC.

Annex 1 to Appendix A – Equipment List

The Contractor shall itemise all intended equipment for use on the site for carrying out and executing the intended work. Canada will provide on-site storage space for the Contractor's equipment and materials.

CATEGORY / ITEM #	ITEM DESCRIPTION (Make and model number, performance capabilities, age of equipment etc)	MANUFACTURER NAME	PRODUCT NAME
For example: 1. Pressure Washer 2. Vacuum Cleaners Etc...			

Annex 2 to Appendix A – Materials & Supplies

The minimum standards established for the performance of the following products should be in accordance with a recognized standard for environmentally friendly cleaning 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 certification.

Commercial Cleaning materials, supplies and products used (e.g. disinfectant for fountains, leather cleaner, general cleaner for floors, waxes, sealants, garbage bags, carpet cleaner, toilet paper, hand towels, hand soap, dishwashing liquid, bleach, light bulbs etc.) must be biodegradable, phosphate-free, odourless (or have a non-objectionable odour), contain low volatile organic compounds (VOC) and be proven environmentally friendly, wherever possible. Environmentally friendly is defined as products meeting the Environmental Choice Program (i.e. Eco-Logo) or the Green Seal Program or other recognized certifications.

All paper products must contain minimum 10% post-consumer recycled fibres or equivalent.

All items must be approved by the Project Authority before use. This list may be modified at any time by the Project Authority.

CATEGORY / ITEM #	ITEM DESCRIPTION	MANUFACTURER NAME	PRODUCT NAME	ENVIRONMENTAL STANDARD / QUALITY (as applicable)
For example: 1. General Purpose Cleaner 2. Bathroom Cleaner 3. Glass Cleaner 4. Degreaser 5. Floor Cleaner 6. Floor Finisher 7. Floor Stripper 8. Garbage bags, 9. Paper towel, 10. Hand wipes, 11. Bathroom paper 12. etc.				

**Annex B
Basis of Payment**

1. Original Contract Period (two years)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (insert amount at contract award). Customs duties are _____ (insert "included", "excluded" or "are subject to exemption") and Applicable Taxes are extra.

2. Option Period 1

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (insert amount at contract award). Customs duties are _____ (insert "included", "excluded" or "are subject to exemption") and Applicable Taxes are extra.

3. Option Period 2

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (insert amount at contract award). Customs duties are _____ (insert "included", "excluded" or "are subject to exemption") and Applicable Taxes are extra.