



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

|   |  |
|---|--|
| <b>Title - Sujet</b><br>Diesel Fuel-Port-au-Prince, Haiti   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>08560-160001/B  | <b>Date</b><br>2017-06-08  |
| <b>Client Reference No. - N° de référence du client</b><br>08560-160001   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$\$HL-636-72967 |
| <b>File No. - N° de dossier</b><br>hl636.08560-160001   | <b>CCC No./N° CCC - FMS No./N° VME</b>                           |
| <b>Solicitation Closes - L'invitation prend fin<br/>at - à 02:00 PM<br/>on - le 2017-07-04</b>  |  |
| <b>Delivery Required - Livraison exigée</b><br>See Herein   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Lacelle, Ann   | <b>Buyer Id - Id de l'acheteur</b><br>hl636                      |
| <b>Telephone No. - N° de téléphone</b><br>(873)469-3350 ( )   | <b>FAX No. - N° de FAX</b><br>( ) -                              |
| <b>Destination - of Goods, Services, and Construction:<br/>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>Précisé dans les présentes                                 |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. |  |

**Request For a Standing Offer  
Demande d'offre à commandes**

National Master Standing Offer (NMSO)  
Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Fuel & Construction Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**This cancels and supersedes the previous Request for Standing Offer (RFSO) HL.08560-160001/A dated 2017-03-13, which closed on 2017-04-24 at 2:00 p.m. EDST.**

## TABLE OF CONTENTS

|   |           |
|---|-----------|
| <b>PART 1 - GENERAL INFORMATION .....</b>   | <b>3</b>  |
| 1.1 INTRODUCTION .....  | 3         |
| 1.2 SUMMARY .....   | 3         |
| 1.3 DEBRIEFINGS .....   | 4         |
| <b>PART 2 - OFFEROR INSTRUCTIONS .....</b>  | <b>5</b>  |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....                                     | 5         |
| 2.2 SUBMISSION OF OFFERS .....  | 5         |
| 2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS .....   | 5         |
| 2.4. SITE VISIT .....   | 6         |
| 2.5 APPLICABLE LAWS .....   | 6         |
| <b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>   | <b>7</b>  |
| 3.1 OFFER PREPARATION INSTRUCTIONS .....  | 7         |
| <b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>                          | <b>9</b>  |
| 4.1 EVALUATION PROCEDURES .....   | 9         |
| 4.2 BASIS OF SELECTION .....  | 9         |
| <b>PART 5 – CERTIFICATIONS .....</b>  | <b>10</b> |
| 5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....  | 10        |
| 5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION | 10        |
| <b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS .....</b>                        | <b>12</b> |
| 6.1 FINANCIAL CAPABILITY .....  | 12        |
| <b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....</b>                          | <b>14</b> |
| A. STANDING OFFER.....  | 14        |
| 7.1 OFFER .....   | 14        |
| 7.2 SECURITY REQUIREMENT.....   | 14        |
| 7.3 STANDARD CLAUSES AND CONDITIONS.....  | 14        |
| 7.4 TERM OF STANDING OFFER.....   | 15        |
| 7.5 AUTHORITIES.....  | 15        |
| 7.6 IDENTIFIED USERS .....  | 16        |
| 7.7 CALL-UP INSTRUMENT .....  | 16        |
| 7.8 LIMITATION OF CALL-UPS .....  | 16        |
| 7.9 PRIORITY OF DOCUMENTS .....   | 16        |
| 7.10 CERTIFICATIONS AND ADDITIONAL INFORMATION .....  | 16        |
| 7.11 APPLICABLE LAWS.....   | 17        |
| B. RESULTING CONTRACT CLAUSES .....   | 18        |
| 7.1 REQUIREMENT.....  | 18        |
| 7.2 STANDARD CLAUSES AND CONDITIONS.....  | 18        |
| 7.3 BASIS OF PAYMENT .....  | 18        |
| 7.4 INVOICING INSTRUCTIONS .....  | 19        |
| 7.5 INSURANCE .....   | 20        |
| 7.6 SHIPPING INSTRUCTIONS - DDP .....   | 20        |

Solicitation No. – N° de l’invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l’acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

---

List of Appendices:

Appendix “A” 2005 General Conditions – Standing Offers – Goods or Services (2016-04-04)  
Appendix “B” 2010A General Conditions – Goods (Medium Complexity) (2016-04-04)  
Appendix “C” Requirement  
Appendix “D” Special Instructions  
Appendix “E” “Structure de Prix” (Importation du 24/01/2017 KRITI RUBY)  
Appendix “F” Diesel Specifications  
Appendix “G” Call-up form (Sample)  
Appendix “H” 2006 Standard Instructions – Request for Standing Offers – Goods or Services –  
Competitive Requirements (2017-04-27)  
Appendix “I” Electronic Payments.

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and appendices, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include Appendix "A" 2005 General Conditions – Standing Offers – Goods or Services (2016-04-04); Appendix "B" 2010A General Conditions – Goods (Medium Complexity) (2016-04-04); Appendix "C" Requirement; Appendix "D" Special Instructions; Appendix "E" "Structure de Prix"; Appendix "F" Diesel Specifications; Appendix "G" Call-up form (Sample); Appendix "H" 2006 Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements (2017-04-27); and Appendix "I" Electronic Payments.

### **1.2 Summary**

- 1.2.1** To supply Diesel Fuel in accordance with the terms and conditions of the Standing Offer, and the Special Instructions (Appendix "D"), as and when requested by Global Affairs Canada; from the date of issuance of any resulting standing offer to March 31, 2019, with the right to extend for one (1) additional one year period from April 1, 2019 to March 31, 2020. The average fuel consumption is approximately 13,000 gallons per month.
- 1.2.2.** The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement

Solicitation No. – N° de l'invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

---

(NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement and the Agreement on Internal Trade (AIT).

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: three hundred sixty-five (365) days

### 2.2 Submission of Offers

Offers must be submitted by facsimile to Public Works and Government Services (PWGSC) Bid Receiving Unit in Canada by **July 4, 2017, 2:00PM EDT** (Eastern Daylight Savings Time), as indicated on page 1 of the Request for Standing Offers. It is the Offeror's responsibility to ensure its offer is received on time.

Offerors are encouraged to send their offer **directly** to the Bid Receiving Unit in Canada by facsimile.

As a courtesy, Offers may be submitted **by June 27, 2017, 2:00PM EDT** to the Embassy of Canada in Port-Au-Prince, Haiti. The Embassy will then forward by facsimile, on the Offeror's behalf, all offers it has received to Public Works and Government Services (PWGSC) Bid Receiving Unit in Canada. Offers not received at the Mission by 2:00PM EDT April 19<sup>th</sup> may not be received on time at the Bid Receiving Unit in Canada and will be rejected. **Nevertheless, Global Affairs Canada cannot be held responsible for sending offers to the Bid Receiving Unit on time. The Offeror is solely responsible to ensure its offer was received on time.**

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

Solicitation No. – N° de l'invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

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#### **2.4. Site Visit**

A site visit will be held at the Canadian Embassy on **Wednesday June 21, 2017 at 10:00AM EDT.**  
The Mission Authority at the Canadian Embassy for the site visit is Ronald Poirier, Telephone: + (509) 3702-9972.

Any interested supplier must confirm their intent to attend and provide to the Mission Authority, the name(s) and license plate(s) number(s) of who will be attending the visit by **Tuesday, June 20, 2017 at 2:00PM EDT.**

The scope of the requirement outlined in this RFSO will be reviewed during the site visit and technical questions will be answered.

The site visit is optional. Offerors who intend to make an offer may choose to attend the visit themselves or send a representative

#### **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

|              |                 |               |
|--------------|-----------------|---------------|
| Section I:   | Technical Offer | (1 hard copy) |
| Section II:  | Financial Offer | (1 hard copy) |
| Section III: | Certifications  | (1 hard copy) |

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

#### Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Offer

Offerors are to submit their financial offer in appendix “C”. The firm unit price per gallon must be based on the sum of all charges, applicable for fuel delivered to the Canadian Embassy, in the publication “Structure de Prix” (in effect on June 14, 2017), issued by the Government of Haiti. This firm unit price must include all charges associated with delivering the requested diesel fuel into the client’s storage tanks. The total amount of Applicable Taxes, not included in the “Structure de Prix”, must be shown separately. A copy of the publication “Structure de Prix” in effect on June 14, 2017 must be included in the offer or upon request of the standing offer authority. See Appendix “E” for an example of the “Structure de Prix”.

The Value Added Tax (VAT) is not applicable and must not be included in the unit price per gallon or any resulting invoices.

#### A. Firm Unit Price per Gallon

The firm unit price per gallon will be in Haitian Gourdes and must not exceed four decimal places.

#### 3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “I” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “I” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Solicitation No. – N° de l'invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

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### **3.1.2 Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-responsive.

### **Section III: Certifications**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1. Technical Evaluation**

Offers must contain all the technical information requested in the Request for Standing Offer to enable a full and complete evaluation.

##### **4.1.1.1 Mandatory Technical Criteria**

- a) The Offerors must complete the certifications in Part 5.

#### **4.1.2 Financial Evaluation**

The firm unit price per gallon offered will be evaluated in Haitian Gourdes per gallon, Incoterms 2000 "DDP Delivered Duty Paid, all applicable taxes included, except the Value Added Taxes (VAT).

##### **4.1.2.1 Mandatory Financial Criteria**

- (a) Compliance with the financial capability as specified in Part 6.  
Offers not meeting this mandatory financial criterion will be declared non-responsive.

##### **4.1.2.2 Evaluated Price**

The evaluated price will be the Offeror's firm unit price per gallon entered in Appendix "C".

### **4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price, will be recommended for issuance of a Standing Offer.

Only one Standing Offer will be issued as a result of this solicitation.

## PART 5 – CERTIFICATIONS

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation (as applicable), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Additional Certifications Precedent to Issuance of a Standing Offer

##### 5.2.2.1 Authorization/ License to Operate in Haiti

Except in cases of force majeure, the Haitian State does not authorize any entity outside the "Bureau de Monétisation des Programmes d'Aide au Développement" (BMPAD) and Compagnies Pétrolières, whose statutes are published in the MONITOR, to import petroleum products.

Canada reserves the right to request a copy of the Offeror's "Permis d'importation de produits pétroliers" to confirm their status.

Solicitation No. – N° de l’invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l’acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

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**5.2.2.2 Certificate of Conformance**

The Offeror certifies herein that the products offered conform and will continue to conform to the specifications in Appendix “F” Diesel Specifications during the period of the Standing Offer.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Financial Capability

1. **Financial Capability Requirement:** The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:
  - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.
  - c. If the Offeror has not been in business for at least one full fiscal year, the following must be provided:
    - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Standing Offer Authority requests this information.
  - d. A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
  - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.
2. If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.
3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot

be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

4. **Financial Information Already Provided to PWGSC:** The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
  - a. the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - b. the Offeror authorizes the use of the information for this requirement.

It is the Offeror's responsibility to confirm with the Standing Offer Authority that this information is still on file with PWGSC.

5. **Other Information:** Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
6. **Confidentiality:** If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirements at Appendix "C" and "D".

The product delivered by the Offeror must be in accordance with the product description at Appendix "F".

#### 7.2 Security Requirement

There is no security requirement applicable to the Standing Offer.

#### 7.3 Standard Clauses and Conditions

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

##### 7.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer – see Appendix "A" for full text.

The text under section 6 - Withdrawal - of 2005 referenced above is amended as follows:

Delete: thirty (30) days  
Insert: sixty (60) days

##### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Appendix "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

|                      |                           |
|----------------------|---------------------------|
| 1st and 5th quarter: | April 1 to June 30;       |
| 2nd and 6th quarter: | July 1 to September 30;   |
| 3rd and 7th quarter: | October 1 to December 31; |
| 4th and 8th quarter: | January 1 to March 31.    |

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance of the standing offer up to and including March 31, 2019.

### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period. The one-year period is from April 1, 2019 to March 31, 2020. The one-year extension will be under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 90 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: **Ann Lacelle**  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Logistics, Electrical, Fuel, and Transportation Directorate  
Address: 11 Laurier Street  
Gatineau, QC K1A 0S5  
Telephone: 873-469-3350  
Facsimile: 819-956-5227  
E-mail address: [Ann.Lacelle@tpsgc-pwgsc.gc.ca](mailto:Ann.Lacelle@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Project Authority *(to be inserted at Standing Offer award)*

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer are those from Global Affairs Canada at the Canadian Embassy in Port Au Prince, Haiti.

## 7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942 (a sample is provided at Appendix "G").

## 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed 1,300,000 HTG (Applicable Taxes included). Individual call-ups against the Standing Offer in excess of 1,300,000 HTG to a maximum of \$10,000,000.00 CAD will require formal additional delegation approval by the Standing Offer Authority.

## 7.9 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 call up against the Standing Offer, including any appendices;
- b) the articles of the Standing Offer;
- c) Appendix "A" 2005 General Conditions - Standing Offers - Goods or Services (2016-04-04);
- d) Appendix "B" 2010A (2016-04-04), General Conditions - Goods (Medium Complexity) (2016-04-04);
- e) Appendix "C" Requirement;
- f) Appendix "D" Special Instructions;
- g) Appendix "F" Diesel Specifications;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 7.10 Certifications and Additional Information

### 7.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

Solicitation No. – N° de l'invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

---

### **7.11 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1 Requirement**

The Contractor must provide the items detailed in the call-up against the Standing Offer.

#### **7.1.1 Acceptance**

The work provided shall be subject to acceptance by the Identified User representative at destination, unless otherwise indicated in the Call-Up Instrument.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010A (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract, and can be found at Appendix “B”.

Section 15 & 16, Payment Period & Interest on Overdue Accounts of 2010A will not apply to payments made by credit cards. *(If no credit card is accepted, this paragraph will be deleted).*

#### **7.2.2 Dangerous Goods/Hazardous Products**

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

### **7.3 Basis of Payment**

#### **7.3.1 Unit Price**

The Contractor will be paid a firm unit price in Haitian Gourdes per gallon. The firm unit price per gallon is based on the sum of all charges, applicable for fuel delivered to the Canadian Embassy, in the publication “Structure de Prix” issued by the Government of Haiti. This firm unit price includes all charges associated with delivering the requested diesel fuel into the client’s storage tanks at the location(s) identified in the call-up.

The firm unit price per gallon is subject to adjustment to reflect the rates of the “Structure de Prix” publication in effect on the day of delivery.

An official copy of the applicable “Structure de prix” must be included with each invoice.

The Value Added Tax (VAT) is not applicable and must not be included in the unit price per gallon or any resulting invoices.

### **7.3.2 Multiple Payments**

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

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

### **7.3.3 Electronic Payment of Invoices – Call-up**

*(The following clause will be inserted, if applicable, where payment for call-ups against the standing offer will be made using electronic payment instruments indicated at Appendix "I")*

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## **7.4 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

In addition, all invoices must contain the following information:

- a) Standing Offer Serial Number;
- b) Call-up document number;
- c) Delivery Destination (including building numbers where applicable);
- d) Product Identification, quantity and price per litre;
- e) Delivery fee;
- f) Taxes and/or levies, if applicable, and shown as a separate item. Value Added Taxes (VAT) exempted. Should the supplier include any applicable taxes and or levies in the unit price, the amount of each must be indicated on the invoice; and
- g) The address where payment is to be sent.
- h) Storage tank system Identification number (if applicable)

The original and two (2) copies of each invoice must be made out to the Identified User Representative and forwarded to:

Ambassade du Canada en Haiti,  
Route de Delmas entre Delmas 71 et 75  
C.P. 862, Port au Prince, Haiti

Solicitation No. – N° de l’invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l’acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

---

Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the Identified User Representative, as well as a copy of the current “Structure de Prix” (on official letterhead or with the official stamp of the Ministry of Finance (Haiti)).

It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip. Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

#### **7.5 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under any resulting 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 any resulting Contract.

#### **7.6 Shipping Instructions - DDP**

Goods must be consigned and delivered to the destination specified in the Call-up: Incoterms 2000 DDP “Delivered Duty Paid”. The delivery will include unloading.

## **APPENDIX "A":**

### **2005 – General Conditions – Standing Offers – Goods or Services (2016-04-04)**

#### **2005 01 (2016-04-04) Interpretation**

In the Standing Offer, unless the context otherwise requires,

"Call-up"

means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister.

"Identified User"

means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;

"Offeror"

means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

"Standing Offer"

means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the [Standard Acquisition Clauses and Conditions Manual](#), these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority"

means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users.

#### **2005 02 (2006-08-15) General**

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Canada has the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

#### **2005 03 (2007-05-25) Standard Conditions and Clauses**

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

#### **2005 04 (2014-09-25) Offer**

Solicitation No. – N° de l'invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

---

1. The Offeror offers to provide and deliver to Canada the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Identified User may request such goods, services or both, in accordance with the conditions listed at subsection 2 below.
2. The Offeror understands and agrees that:
  - a. a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
  - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c. Canada may require that the purchase of goods, services or both listed in the Standing Offer be made using an electronic purchasing tool. Canada will provide the Offeror at least three months' notice before imposing such a requirement;
  - d. the Standing Offer cannot be assigned or transferred in whole or in part;
  - e. the Standing Offer may be set aside by Canada at any time.

#### **2005 05 (2006-08-15) Call-ups**

If applicable, Identified Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

#### **2005 06 (2014-09-25) Withdrawal**

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

#### **2005 07 (2006-08-15) Revision**

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

#### **2005 08 (2011-05-16) Joint venture**

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Canada.

#### **2005 09 (2012-07-16) Disclosure of information**

Solicitation No. – N° de l’invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l’acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

---

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Identified User, their employees, agents or servants, in relation to such disclosure.

#### **2005 10 (2011-05-16) Publication of Standing Offer information**

1. The Offeror agrees that Canada may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
  - a. the conditions of the Standing Offer;
  - b. the Offeror's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
  - c. the Offeror's profile and its level of security clearance;
  - d. the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.
2. Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately.

#### **2005 11 (2016-04-04) Integrity provisions—Standing Offer**

The *Ineligibility and Suspension Policy* (the “Policy”) and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada’s website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>.

#### **2005 12 (2012-07-16) Access to information**

Records created by the Offeror, and under the control of Canada, are subject to the [Access to Information Act](#). The Offeror acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Offeror acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

#### **2005 13 (2014-09-25) Default by the Offeror**

1. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
2. If the Offeror becomes bankrupt or insolvent, 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 Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

Solicitation No. – N° de l'invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

---

### **2005 14 (2016-04-04) Code of Conduct for Procurement—Standing Offer**

The Offeror agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

**APPENDIX "B":**

**2010A – General Conditions – Goods (Medium Complexity) (2016-04-04)**

**2010A 01 (2016-04-04) Interpretation**

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement"

means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract"

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority"

means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor"

means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price"

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

"Cost"

means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of 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;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work"

Solicitation No. – N° de l'invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

---

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

#### **2010A 02 (2008-05-12) Standard clauses and conditions**

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

#### **2010A 03 (2008-05-12) Powers of Canada**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

#### **2010A 04 (2008-05-12) Status of the 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.

#### **2010A 05 (2008-05-12) Condition of material**

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

#### **2010A 06 (2008-05-12) Time of the essence**

It is essential that the Work be delivered within or at the time stated in the Contract.

#### **2010A 07 (2014-09-25) 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 the Contracting Authority 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 the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority 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 30 days or more, the Contracting Authority 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.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
  - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - b. the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

#### **2010A 08 (2008-05-12) 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.

#### **2010A 09 (2014-09-25) Warranty**

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location and will be reimbursed its reasonable travel and living expenses.
3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during

the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:

- a. the warranty period remaining, including the extension, or
- b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

#### **2010A 10 (2014-11-27) Invoice submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### **2010A 11 (2013-03-21) Taxes**

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver

Solicitation No. – N° de l'invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

---

from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### **2010A 12 (2010-01-11) Transportation costs**

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

#### **2010A 13 (2010-01-11) Transportation carriers' liability**

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

#### **2010A 14 (2008-05-12) Shipment documentation**

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

#### **2010A 15 (2014-09-25) Payment period**

1. Canada's standard payment period is 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 31<sup>st</sup> day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content 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 15 days of 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 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

#### **2010A 16 (2008-12-12) Interest on overdue accounts**

1. For the purpose of this section:

"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;

"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;

"date of payment"

means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

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.

2. 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.
3. 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.

#### **2010A 17 (2014-09-25) Audit**

The amount 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 years after it receives the final payment under the Contract.

#### **2010A 18 (2008-05-12) Compliance with applicable laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

#### **2010A 19 (2008-05-12) Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all

claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### **2010A 20 (2008-05-12) Government Property**

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

#### **2010A 21 (2008-05-12) Amendment**

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

#### **2010A 22 (2008-05-12) Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. 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.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

#### **2010A 23 (2014-09-25) Default by the Contractor**

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-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, 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.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.
5. Subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee

included in the Contract Price, of all completed parts of the Work and the Cost to the Contractor that the Contracting Authority considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to Canada pursuant to a direction under subsection 4 and accepted by Canada.

#### **2010A 24 (2012-07-16) Termination for convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. 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.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs 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. The Contractor will be paid:
  - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

#### **2010A 25 (2008-05-12) Right of set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

#### **2010A 26 (2008-05-12) 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, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

Solicitation No. – N° de l'invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

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### **2010A 27 (2008-12-12) 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).

### **2010A 28 (2012-07-16) International sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, 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](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. 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 24.

### **2010A 29 (2016-04-04) Integrity provisions—contract**

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

### **2010A 30 (2008-05-12) 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.

### **2010A 31 (2016-04-04) Code of Conduct for Procurement—contract**

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

**APPENDIX “C” REQUIREMENT**

| <p>_____ HTG / gallon</p> <p>Firm unit price</p> |   |                            |                     |                                 |  |
|--|---|----------------------------|---------------------|---------------------------------|--|
| ID   | Delivery Address:                         | Storage Capacity (gallons) | Storage Type        | Fuelling Tanker Delivery Method | Total Estimated Quantity (April 1, 2017 to Mar 31, 2020) |
|  | Canadian Embassy<br>Port Au Prince, Haiti |                            |                     |                                 |  |
| SQ-55 #1   | Chancellerie - Delmas                     | 5283                       | Underground         | suction                         | 97,029   |
| SQ-55 #2   |   | 1700                       | 1 x wall            | suction                         |  |
| SQ-55 #3   |   | 700                        | 1 x wall            | suction                         |  |
| SQ-04  | Angle rue de l'Espinasse et Peguy Ville   | 1000                       | Reinforced Concrete | suction                         | 11,751   |
| SQ-16  | 1 Impasse Alexandre, Mont Noire           | 1200                       | 1 x wall            | by gravity                      | 28,836   |
| SQ-22  | 9 rue Janvier, Musseau                    | 1000                       | 2 x wall            | suction                         | 49,569   |
| SQ-47  | 5 rue de l'Espinasse, Peguy Ville         | 1000                       | 2 x wall            | suction                         | 10,140   |
| SQ-59  | 41 Amiral Killick, Morne Calvaire         | 1000                       | 2 x wall            | suction                         | 30,204   |
| SQ-61, 62, 63                                    | 11 Juvenat                                | 1000                       | 2 x wall            | suction                         | 52,068   |
| SQ-67  | 19 rue de l'Espinasse, Peguy Ville        | 1000                       | 1 x wall            | by gravity                      | 9,825  |
| SQ-70  | 54 Morne Calvaire                         | 1000                       | 2 x wall            | suction                         | 9,000  |
| SQ-72  | 23 rue de l'Espinasse, Peguy Ville        | 800                        | 1 x wall            | by gravity                      | 7,068  |
| SQ-74  | 123 Juvenat 5                             | 1000                       | 1 x wall            | by gravity                      | 39,156   |
| SQ-75  | 42B rue Montagne Noire                    | 1000                       | 1 x wall            | by gravity                      | 29,136   |
| SQ-76  | 24 Morne Calvaire, Petion Ville           | 1000                       | 2 x wall            | suction                         | 28,833   |
| SQ-77  | 15 rue Pipo, Juvenat, Petion Ville        | 1000                       | 2 x wall            | suction                         | 31,347   |
| SQ-117   | 27A Rosier, Morne Brun                    | 1200                       | 1 x wall            | by gravity                      | 29,160   |

## **APPENDIX “D”: SPECIAL INSTRUCTIONS**

### **1) Fuel Delivery Schedule**

For the Chancery only (ID SQ-55, #1, #2, #3), diesel fuel is to be delivered every Wednesday. For all other sites, fuel will be ordered by the Embassy Common Services Property Team on an as and when requested basis.

All deliveries are to take place during regular Embassy working hours, that is, Monday to Thursday from 07:00 hours to 15:30 hours, while on Friday from 07:00 hours to 12:30 hours.

Delivery must be made within **24 hours** from receipt of a call-up against the Standing Offer unless otherwise specified in the call-up, or mutually agreed upon by the Offeror and the Identified User representative.

### **2) Fuel Delivery Escort**

No security screening is required. PSS, the contracted security services company working at all sites, will be contacted by the Common Services Property Team and notified of a scheduled delivery. PSS will identify the fuel delivery vehicle and escort the company vehicle to the fuel tanks, in accordance with the delivery schedule.

### **3) Fuel Testing**

In order to assure quality of the fuel:

The Identified User reserves the right, as deemed necessary, to independently test the fuel from the Contractor’s fuel tankers prior to unloading.

And/or

Upon request and at time of call-up, a copy of the certificate of quality must be provided to the Identified User Representative at the delivery point.

### **4) Fuelling**

The Contractor must ensure the fill-up sites are left without debris and fuel residue must be removed following fuelling.

#### **4.1 Metered Slips**

Deliveries will be verified by printed metered slips or standard commercial delivery slips as applicable.

#### **4.2 Volume Corrected To 15°C**

When diesel fuels are delivered in bulk, the quantity/volume of fuel used for invoicing purposes shall be adjusted to 15°C in accordance with API-ASTM-IP Table 54B. When a delivery is made through a flow meter, the delivery slip will be provided with the invoice.

#### **4.3 Delivery Into Storage - Required Fill Nozzle**

The Contractor must deliver the fuel with the proper fill nozzle. Under no circumstances is the Contractor to force the nozzle in the fill nozzle opening or fill the storage tank in any other way than through the fill nozzle opening. The Contractor must immediately contact

Solicitation No. – N° de l'invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

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the Identified user for direction if there are issues with the fill nozzles and also advise the Standing Offer Authority.

5) **Fuelling Tanker**

The Contractor must provide a vehicle that is properly maintained (no leaks or engine issues) and compliant to safety regulations for re-fueling (including straps for grounding).

The Identified User reserves the right to request a Certificate of Calibration. Upon request, the Contractor will provide a copy of the Certificate of Calibration from a recognized test facility as agreed to by both the Contractor and Identified User.

6) **Safety and Fuel Spills**

The Contractor will respect all confined space entry regulations and ensure all personnel involved in the delivery are trained and equipped with the proper ventilation, respirators, and have a qualified person monitoring the work in case of emergency.

The Contractor will ensure their personnel are equipped with suitable fuel prevention and fuel spill containment kits including items such as absorbent, rags and fuel containers.

The Contractor is fully responsible for any fuel spills and must advise the Identified User should any fuel spill occur during the delivery to or within the Embassy.

The Contractor will be responsible for the full containment and clean-up measures including any contaminated soil. It is the responsibility of the Contractor to implement a clean-up contingency plan within two (2) hours of a major fuel spill.

Solicitation No. – N° de l'invitation  
08560-160001/B

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur  
hl636

Client Ref. No. – N° de réf. Du client  
08560-160001

File No - N° de dossier  
hl636.08560-160001

**APPENDIX "E": "Structure de Prix" (Importation du 24/01/2017, KRITI RUBY)**

| <br>RÉPUBLIQUE D'HAÏTI<br>MINISTÈRE<br>DE L'ÉCONOMIE ET DES FINANCES |              | <br>RÉPUBLIQUE D'HAÏTI<br>MINISTÈRE<br>DU COMMERCE ET DE L'INDUSTRIE |  |
|---|--------------|--|--|
| &   |              |  |  |
| GASOIL  |              |  |  |
| NON-DISTRIBUTEURS   |              |  |  |
| IMPORTATION DU 24/01/2017   | Change: Gdes | 68.0750  |  |
| KRITI RUBY  | Pour us \$   | 1.00   |  |
| ELEMENTS  | ( us \$ )    | ( Gdes )   |  |
| 1-Prix CIF  | 1.7394       | 118.4097   |  |
| 2-Frais Financiers  | 0.0783       | 5.3284   |  |
| 3-Total Valeur en Douane  | 1.8177       | 123.7381   |  |
| 4-Frais de Vérification   | 0.1091       | 7.4243   |  |
| 5-Droits de Douane  | 0.2727       | 18.5607  |  |
| 6-Frais Portuaires  | 0.0100       | 0.6808   |  |
| 7-Droits d'Accise   | 0.3680       | 25.0500  |  |
| 8-Prix Ex-Douane  | 2.5774       | 175.4538   |  |
| 9-Redevance Carburant   | 0.0147       | 10000  |  |
| 10-Marge Compagnies   | 0.2004       | 13.6422  |  |
| 11-Transport Province   | 0.0229       | 15602  |  |
| 12-Marge Distributeur   | 0.0000       | 0.0000   |  |
| 13-Sous Total   | 2.8154       | 191.6763   |  |
| 14-Accise Variable  | 0.0588       | 4.0000   |  |
| 15-Marge de Stabilisation   | -0.9137      | -62.4099   |  |
| 16-Accise à Récupérer   | 0.1388       | 9.4503   |  |
| 17-Prix aux non-distributeurs   | 2.0962       | 142.6998   |  |

-Prix à la pompe d'un gallon applicable sur toute l'étendue du territoire national

Yves Romaric BASTIEN  
Ministre  
Ministère de l'Économie et des Finances

Yves Romaric BASTIEN  
Ministre  
Ministère du Commerce et de l'Industrie