



**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**

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

Title - Sujet Diesel Fuel for GAC in Nigeria	
Solicitation No. - N° de l'invitation 08009-170502/A	Date 2018-08-13
Client Reference No. - N° de référence du client 20170502	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HL-662-75268
File No. - N° de dossier hl662.08009-170502	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-09-24	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Munz, Pam	Buyer Id - Id de l'acheteur hl662
Telephone No. - N° de téléphone (819)420-6322 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Foreign Affairs, Trade and Development Canada 1301G Palm Close, Diplomatic Drive Central Business District Abuja Nigeria Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

TITLE: Diesel Fuel

PART 1 - GENERAL INFORMATION	4
1.1 Introduction.....	4
1.2 Summary	4
1.3 Security Requirement	5
1.4 Debriefings	5
1.5 ePost	5
PART 2 - OFFEROR INSTRUCTIONS	6
2.1 Standard Instructions, Clauses and Conditions	6
2.2 Submission of Offers.....	6
2.3 Enquiries - Request for Standing Offers	6
2.4 Mandatory Site Visit	7
2.5 Applicable Laws	7
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	8
3.1 Offer Preparation Instructions.....	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 Evaluation Procedures.....	10
4.2 Basis of Selection	10
PART 5 - CERTIFICATIONS.....	11
5.1 Certifications Required with the Offer.....	11
5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information.....	11
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	12
6.1. Security Requirement	12
6.2. Financial Capability	12
6.3. Insurance Requirements	13
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	14
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	14
7.5. Authorities.....	15
7.6. Identified Users.....	16
7.7. Call-up Instrument	16
7.9. Priority of Documents.....	16
7.10. Applicable Laws.....	16
B. RESULTING CONTRACT CLAUSES.....	17
7.1. Requirement.....	17
7.2. Standard Clauses and Conditions	17
7.3. Payment.....	17
7.4. Invoicing Instructions	18
7.5. Insurance	18
7.6. Shipping Instructions - DDP	18

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

List of Appendices:

Appendix "A"	2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services
Appendix "B"	2010A (2016-04-04) General Conditions - Goods (Medium Complexity)
Appendix "C"	Requirement
Appendix "D"	Diesel Specifications
Appendix "E"	Statement of Work
Appendix "F"	Basis of Payment
Appendix "G"	Call-up form (sample)
Appendix "H"	Technical Evaluation
Appendix "I"	2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services -Competitive Requirements
Appendix "J"	Electronic Payment Instruments

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six (6) parts plus 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 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Appendices include Appendix "A" 2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, Appendix "B" 2010A (2016-04-04) General Conditions - Goods (Medium Complexity), Appendix "C" Requirement, Appendix "D" Diesel Specifications, Appendix "E" Statement of Work, Appendix "F" Basis of Payment, Appendix "G" Call-up form (sample), Appendix "H" Technical Evaluation, Appendix "I". 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services -Competitive Requirements, and Appendix "J" Electronic Payments.

1.2 Summary

1.2.1 Requirements

To supply D-1 Diesel Fuel, requirements in accordance with the terms and conditions of the Standing Offer, the Statement of Work (SOW) (Appendix "E") and the Diesel Specifications (Appendix "D"), as and when requested by the High Commission of Global Affairs Canada (GAC), Government of Canada; during the period of the issuance of the Standing Offer to August 31, 2020, with the right to extend for two (2) additional one-year periods, from September 1, 2020 to August 31, 2021 and from September 1, 2021 to August 31, 2022.

More than one Standing Offer may be issued as a result of this Solicitation.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
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hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

This RFSO includes a requirement to establish a secondary supplier. The lowest compliant Offeror for the main fuel requirement will not be considered for the secondary supplier requirement by virtue of its status.

1.2.2 Trade Agreements

This requirement is subject to the provisions of the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement and the Canadian Free Trade Agreement (CFTA).

1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation for offer submission. Offerors must refer to Part 2 of the RFSO entitled Instructions to offerors for further information.

1.3 Security Requirement

There are security constraints associated with this requirement. For additional information, consult the Statement of Work (Appendix "E").

1.4 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.

1.5 ePost

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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 in Appendix "I" and form part of the RFSO.

2006, Standard Instructions – Request for Standing Offers – Goods or Services – Competitive requirements, is amended as follows:

Sub-section 5.4 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 Gatineau, Canada by **September 24, 2018 2:00 PM 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. (There is a five hour difference between Abuja and Gatineau: 2:00 PM in Gatineau is 7:00 PM in Abuja.)

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

As a courtesy, offers may be submitted **by September 17, 2018 2:00 PM WAT (West Africa Time)**, either hard copies or by email, to the High Commission (GAC) of Canada in Abuja. The High Commission 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 High Commission by 2:00 PM WAT September 17, 2018 may not be received on time at the Bid Receiving Unit in Canada and will be rejected. **Nevertheless, GAC 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
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

2.4 Mandatory Site Visit

A mandatory site visit will be held at the Canadian High Commission on **Tuesday, August 28, 2018 at 10:00 AM WAT**. The High Commission Authority at the Canadian High Commission for the site visit is Christopher Heffernan, Telephone: (234) (9) 461-2900. The suppliers must confirm their attendance and provide to the High Commission Authority, the name(s) and licence plate number(s) of who will be attending the visit by **Thursday August 23, 2018 at 2:00 PM WAT**.

The scope of the requirement outlined in this RFSO will be reviewed during the site visit and technical questions will be answered. It is mandatory that Offerors who intend to submit an offer attend 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

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with Section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer

If the Offeror chooses to submit its offer in hard copies, 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)

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

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 Offer.

Section I: Technical Offer

In their technical offer, Offerors should demonstrate their understanding of the requirements contained in the RFSD and explain how they will meet these requirements. Offerors should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation in Appendix "H". Simply repeating the statement contained in the solicitation is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4 - Evaluation Procedures and Appendix "H", contains additional instructions that Offerors should consider and submit when preparing their technical offer.

The Contractor must confirm prior to award of this Standing Offer that it is able to meet the specific fuel specification criteria as outlined in Appendix "D". The Contractor can recommend a different fuel specification to the Standing Offer Authority; however, it is the Identified User who will determine if the fuel is of an acceptable grade and quality.

Section II: Financial Offer

Offerors must submit their financial offer in Appendix "C" in accordance with Appendix "F", Basis of Payment.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
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hl662.08009-170502

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A. Unit price

The firm unit price quoted must be in Nigerian Naira (NGN) per litre for fuel and must not exceed two decimal places. All applicable delivery and custom duties charges and taxes must be included in the firm unit price per litre as applicable.

B. Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

C. Unit Price Adjustments

Firm unit price offered will be subject to upward or downward adjustments as detailed in Appendix "F", Basis of Payment.

Each subsequent price change adjustment must be confirmed in writing by the Offeror on the day of delivery.

3.1.1 Electronic Payment of Invoices – Offer

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

If Annex "J" 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.

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 (RFSO) 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

Refer to Appendix "H".

4.1.2 Financial Evaluation

The price of the offer will be evaluated in Nigerian Naira, all applicable taxes, delivery and customs duties included. The evaluated price will be the quoted unit price per litre.

4.2 Basis of Selection

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

More than one Standing Offer may 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 Certificate of Conformance

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

Signature

Date

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1. Security Requirement

There are security constraints associated with this requirement. For additional information, consult the SOW (Appendix "E").

6.2. 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 (3) 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 (1) 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).

6.3. Insurance Requirements

The Offeror 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 Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under any resulting Contract.

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 "E".

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

7.2. Security Requirement

There are security constraints associated with this requirement. For additional information, consult the Statement of Work (Appendix "E").

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 (2017/06/21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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

Delete: thirty (30) days

Insert: sixty (60) days

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 the issuance of the Standing Offer up to and including August 31, 2020.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period by the Standing Offer Authority, the Offeror offers to extend its offer for an additional two one-year periods. The first year period is from September 1, 2020 to August 31, 2021 and the second year period is from September 1, 2021 to August 31, 2022. Each 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: Pam Munz
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Logistics, Electrical, Fuel and Transportation Directorate
Address: 7A2 Portage III
11 Laurier Street
Gatineau, Quebec, Canada K1A 0S5
Telephone: 819-420-6322
Facsimile: 819-956-5227
E-Mail: Pam.Munz@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 High Commission Authority

The High Commission Authorities are: (*to be inserted by PWGSC*)

Name: _____
Telephone No: _____
Facsimile No: _____
E-mail address: _____

The High Commission Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the High Commission's Authority; however the High Commission's Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Standing Offer amendment issued by the Standing Offer Authority.

7.5.3 Offeror's Representative

Name: _____
Telephone No: _____
Facsimile No: _____
E-mail address: _____

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

7.6. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are those from Global Affairs Canada (GAC) at the High Commission and Official Residence in Abuja.

7.7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, or similar form (example in Appendix G).

7.8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included). Individual call-ups against the Standing Offer in excess of \$100,000.00 to a maximum of \$10,000,000.00 will require formal 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", the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) Appendix "B" the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity)
- e) Appendix "C", Requirement;
- f) Appendix "D", Diesel Specifications;
- g) Appendix "E", Statement of Work;
- h) Appendix "F", Basis of Payment;
- i) 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. 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 product delivered by the Supplier shall be in accordance with the product description, and instructions where applicable, shown at Appendices "C", "D" and "E" related to each requirement.

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 (2018-06-21), 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 - Labelling and Packaging Compliance

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. Payment

7.3.1 Basis of Payment

Firm unit price as shown at Appendix "C", subject to adjustments using method as detailed in Appendix "F" Basis of Payment.

7.3.2 Payment

Canada will pay the Offeror after each delivery covered by the invoice in accordance with the payment provisions of the Contract if:

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

7.3.3 Electronic Payment of Invoices – Call-up

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

Invoices must be submitted in the Contractor's name. The Contractor must submit invoices following each delivery or shipment. Each invoice must indicate whether it covers partial or final delivery.

All invoices must contain but not be limited to the following information:

- a) Standing Offer Serial Number;
- b) Name of Identified user and call-up document number for the month;
- c) Delivery Destination (including building numbers where applicable);
- d) Product Identification, quantity and price per litre;
- e) Fuel breakdown per compound and Fuel Breakdown per vehicle; and
- f) Value Added Taxes (VAT), if applicable, shown as a separate item.

The original and two copies of each invoice are to be made out to the Identified user and forwarded to the invoicing address as set out at Appendix "C". Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the consignee. It is the responsibility of the Offeror 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 Offeror 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 Abuja, Nigeria, Incoterms 2000 DDP "Delivered Duty Paid". The delivery will include unloading.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

APPENDIX "A" - 2005 – General Conditions - Standing Offers - Goods or Services

(INTEGRAL VERSION – Some clauses may not apply)

ID: 2005

Effective date: 2017-06-21

01 Interpretation

02 General

03 Standard clauses and conditions

04 Offer

05 Call-ups

06 Withdrawal

07 Revision

08 Joint venture

09 Disclosure of information

10 Publication of Standing Offer information

11 Integrity provisions—Standing Offer

12 Access to information

13 Default by the Offeror

14 Code of Conduct for Procurement—Standing Offer

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.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

"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 obligate 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 (2017-06-21) Offer

1. The Offeror offers to provide and deliver to Canada the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when Identified Users listed in the Standing Offer may request those goods or services or combination of goods and services, 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 when those goods or services or combination of goods and services have been requested, provided that the Call-ups 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 or services or combination of goods and services listed in the Standing Offer be made using an electronic purchasing tool. Unless otherwise specified in the Standing Offer, Canada will provide the Offeror at least three calendar months' notice before imposing this 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.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

2005 05 (2017-06-21) Call-ups

If applicable, Identified Users will use the form included in the Standing Offer to order goods or services or combination of goods and services. Requests for goods or services or combination of goods and services may also be initiated through telephone calls, facsimiles, emails, etc. or by using Canada acquisition cards (Visa or MasterCard).

Call-ups ordered and paid for with Canada acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through emails, facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer.

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

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.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

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.

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.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

APPENDIX "B" - 2010A – General Conditions – Goods (Medium Complexity)

(INTEGRAL VERSION – Some clauses may not apply)

ID: 2010A

Effective date: 2018-06-21

- 01 Interpretation
- 02 Standard clauses and conditions
- 03 Powers of Canada
- 04 Status of the Contractor
- 05 Condition of material
- 06 Time of the essence
- 07 Excusable delay
- 08 Inspection and acceptance of the Work
- 09 Warranty
- 10 Invoice submission
- 11 Taxes
- 12 Transportation costs
- 13 Transportation carriers' liability
- 14 Shipment documentation
- 15 Payment period
- 16 Interest on overdue accounts
- 17 Audit
- 18 Compliance with applicable laws
- 19 Ownership
- 20 Government Property

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

21 Amendment

22 Assignment

23 Default by the Contractor

24 Termination for convenience

25 Right of set-off

26 Conflict of Interest and Values and Ethics Codes for the Public Service

27 Contingency fees

28 International sanctions

29 Integrity provisions—contract

30 Entire agreement

31 Code of Conduct for Procurement—contract

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"

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

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"

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.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

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

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

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

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

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 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 31st 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.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

2010A 16 (2018-06-21) 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 (Payments Canada);

"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.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

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

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

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 (2018-06-21) 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 agrees that it will only be paid the following amounts:
 - a. on the basis of the Contract Price, for any part of the Work completed 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 incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; 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.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

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.

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

ITEM	DESCRIPTION OF CONTRACT ITEM	DELIVERY METHOD	CONSIGNEE INVOICING ADDRESS	ESTIMATED QUANTITIES	UNIT PRICE (NGN/Litre) Including all taxes, delivery and customs duties, excluding sales tax
1	<u>GLOBAL AFFAIRS CANADA</u> (GAC) D-1 diesel fuel within all parameters outlined in Appendix "D" and "E". Consignee Code: 08009 Requisition no. : 08009-170502	Tank Wagon (TW) To fill in diesel tanks as specified in Appendix "E".	<u>INVOICING</u> High Commission of Canada to Nigeria 13010G Palm Close Diplomatic Drive Central Business District Abuja, Nigeria	120,000L per year	N _____
2	<u>GLOBAL AFFAIRS CANADA</u> (GAC) D-1 diesel fuel within all parameters outlined in Appendix "D" and "E". AS SECONDARY SUPPLIER Consignee Code: 08009 Requisition no. : 08009-170502	Tank Wagon (TW) To fill in diesel tanks as specified in Appendix "E". AS SECONDARY SUPPLIER	<u>INVOICING</u> High Commission of Canada to Nigeria 13010G Palm Close Diplomatic Drive Central Business District Abuja, Nigeria	20,000L per year	N _____

APPENDIX “D”: Diesel Specifications

The diesel fuel must be all-purpose low-sulphur to be used in all types of diesel engines such as power generators and vehicles.

For Mandatory Fuel Specifications, recommended fuel for **Catepillar Mantrac 220Kva** generators owned by the High Commission, **Perkins** recommends Group 1 fuels to ensure the full product life of the equipment. Group 1 fuels includes:

- EN950 DERV Grade A,B,C,E and F, Class 0,1,2,3 and 4;
- BS 2869 Class A2 – Off-highway Gas Oil Red Diesel;
- ASTM D975, Class 1D and Class 2D; and JIS K2204 Grade 1, 2, and 3 and Special Grade 3.
-

Table 1 - Nigerian Diesel Fuel Specifications				
Property	Units	Requirements	“ASTM” Test	“ISO” Test
Appearance		Clear and bright		
Colour		3.0 max		
Acidity (inorganic acid)	mgKOH/g	nil		
Total acidity	mgKOH/g	0.5 maximum		
Ash	% Weight	0.01% maximum	D482	“ISO” 6245
Carbon Residue on 10% Bottoms	% Weight	0.15% maximum	D524	“ISO” 4262
Cetane Number	-	45 minimum	D613/D6890	“ISO” 5165
Cloud Point	°C	4.4 max	D2500	“ISO” 3015
Copper Strip Corrosion	-	Not worse than No. 1	D130	“ISO” 2160
Density at 15°C (59°F)	KG/M3	820 minimum and 870 maximum	No equivalent test	“ISO” 3675 “ISO” 12185
Distillation	°C	90% at 357°C v/v minimum Final boiling point 385°C maximum	D86	“ISO” 3405
Flash Point	°C	66 °C or higher	D93	“ISO”2719

Solicitation No. – N° de l'invitation
08009-170502/A

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur
hl662

Client Ref. No. – N° de réf. Du client
08009-170502

File No - N° de dossier
hl662.08009-170502

Sulphur	% weight	0.3% maximum	D5453/D2622 2	"ISO"20846 "ISO" 20884
Kinematic Viscosity	"MM"2/S (cST)"	The viscosity of the fuel that is delivered to the fuel injection pump. "1.6 minimum/ 5.5 maximum"	D445	"ISO" 3405
Water	% weight	0.5% maximum	D1744	No equivalent test
Sediment	% weight	0.01% maximum	D473	"ISO" 3735

APPENDIX “E” - Statement of Work

1. TITLE

Diesel Fuel Supply and Delivery

2. BACKGROUND

The High Commission in Abuja (hereinafter referred to the “**High Commission**”) is the Canadian diplomatic representation in Nigeria and located in the Central Business District. The High Commission relies heavily on generators to satisfy its energy needs due to lack of constant supply of energy. Thus the High Commission purchases and stores a large volume of diesel fuel for operating power generators and vehicle fleet.

3. OBJECTIVES

In order to secure its source of diesel, the High Commission is seeking to enter into an agreement with highly experienced organisations or firms in supplying and delivering diesel fuel.

The High Commission is interested in proposals that respond to its energy need for a reliable supply of diesel and long term price stability.

The Supplier is considered independent and not as an employee or agent of the High Commission.

4. SCOPE OF SERVICES AND DELIVERABLES

The Supplier must supply and deliver diesel fuel in an efficient manner. Diesel fuel will be ordered on an as-needed basis and the deliveries may be routine or urgent.

A routine delivery can be requested by a telephone call and will be followed up by a written communication. The routine delivery must be made within five (5) working days.

An urgent delivery will be ordered by a telephone call for immediate delivery. Urgent delivery will be initiated based on danger to human life or property such as fire, severe storms or other natural disasters. This delivery must be available within twenty-four (24) hours of the request.

All deliveries are to be made during normal working hours from 08:00 to 16:00, Monday through Friday, excluding bank holidays and will be made to:

- **Canadian High Commission Chancery at 13010G Palm Close, Diplomatic Drive, Central Business District, Abuja.**
- **Official Residence at 11 Missouri Street, Maitama, Abuja**

The Supplier must ensure that the High Commission receives a priority supply of diesel fuel at all times as reliability requirements.

Delivery vehicles are required to carry a cam and groove, or quick-disconnect fitting adapter to ensure appropriate connection to the tanks. It not permissible to remove the overfill protection to gain access to the tanks nor to deliver the diesel fuel through any other existing port on the tank. This measure is to ensure the integrity of the overfill mechanism and the tank system in general.

5. TASK SPECIFICATIONS

Diesel Tanks

The High Commission possesses two (2) diesel fuel storage tanks with a capacity of 25,000 litres each. The Official Residence has one (1) diesel fuel storage tank with a capacity of 2,000 litres.

Fueling Tanker

The Supplier must assume full responsibility for providing tankers or transportation containers suitable for delivery of the fuel to the High Commission’s storage tanks and the Official Residence.

The tanker should not have leaks or engine issues and the truck should be properly maintained and compliant to safety regulations for re-fueling including straps for grounding.

For deliveries at the Official Residence, the street is narrow. The maximum truck size to access the Official Residence is 2.48 m wide and 8.5 m long.

Transportation

The Supplier must oversee the delivery of diesel fuel. The Supplier must also provide personnel for the coordination, planning and scheduling of fuel truck and to make the necessary arrangements to discharge the diesel fuel at the High Commission. All drivers making deliveries of fuel to the High Commission shall have training in transportation of hazardous materials.

Diesel Fuel Certification

The Supplier is responsible to provide quality certification of diesel fuel prior to the delivery at the High Commission. The quality certification must be in original form and issued by an independent tester to assure quality and conformance with the fuel specifications.

Fuel Quality

The High Commission expects that the diesel fuel must meet local quality standards set in the below **Nigerian Fuel Specifications Table**.

The Canada Representative has the right to reject non-conforming diesel fuel. Fuel will be considered to be non-conforming if the deliverer cannot provide a copy of quality certification of diesel fuel. In addition, the Canada Representative may choose to test a sample of the diesel. If the diesel does not meet Nigerian fuel specifications based on a test of the sample, then the entire delivery will be considered to be non-conforming. Rejection of non-conforming diesel fuel will not relieve the Supplier from responsibility nor impose liability on the Canada.

Quality Assurance

By providing a Diesel Fuel Certification, the Supplier guarantees that the quality of the diesel fuel is suitable for the application in which it will be used.

Material Safety Data Sheets

The Supplier must provide a Material Safety Data Sheet (MSDS) for all diesel fuel deliveries. The Material Safety Data Sheet must include physical and chemical properties, toxicological information, effects of overexposure, protective measures that should be followed when handling and storing the product, methods of waste disposal and product composition.

Fueling

The Supplier must ensure two (2) operators per fueling tanker are available for generator tank top-up; one will be responsible to remain with the tanker and the other to operate the nozzle at the generator tanks.

The Supplier must deliver the fuel with the proper fill nozzles and deliveries will be verified by printed metered slips or standard commercial delivery slips as applicable. Under no circumstances, should the Supplier force the nozzle in the fill nozzle opening or fill the storage in any other way than through the fill nozzle opening

The Supplier must ensure the fill-up sites are left clean. Any debris or fuel residue must be removed following fueling.

Fuel Spills

Fuel spills can cause serious environmental damage and severe economic consequences. Therefore, the Supplier must commit to treat any fuel spills with great care and take prompt actions to minimize the possibility of any of them becoming a major problem.

The Supplier is fully responsible for any fuel spills and must advise the Canada Representative should any fuel spill occur during the delivery to or within the Embassy. All spills must be cleaned up regardless the quantity and size.

The Supplier will be responsible for the full containment and clean-up measures including any contaminated soil.

Account Manager

The Supplier must assign a dedicated Account Service Manager for this requirement. The Account Service Manager must have the ability to provide 24 hour availability of technical service and advice on the fuel quality.

All questions concerning the interpretation of specification, the acceptability and quality of diesel fuel will be addressed to the Account Manager.

The Account Manager will be required to attend scheduled performance meetings.

Security Constraints

For all diesel fuel deliveries, standard screening measures will be applied, such as submitting to a vehicle search. In addition, the Supplier should provide the name of the driver and registration plate number of the diesel delivery vehicle no later than 24 hours prior to delivery.

The delivery drivers and other employees must comply with all the security requirements at the High Commission. They must provide photo identification, all documents must be original.

The High Commission reserves the right to change the security requirement at its sole discretion.

6. REPORTING AND COMMUNICATIONS

The Supplier must attend meetings with the Canada's Representative to review progress and discuss issues that might arise.

Failure to deliver on time and other customer service related issues will be documented and kept on file and reviewed at the planned meetings.

The Supplier must notify change of a refiner to the Canada's Representative however the Supplier is not absolved of meeting the diesel fuel specifications.

7. CONTINGENCY PLANS

The Supplier must be able to implement a clean-up contingency plan within two (2) hours of a major fuel spill.

The Supplier shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the deliveries.

The Supplier must ensure continuity of the deliveries in the event of unforeseen circumstances.

8. RESPONSIBILITIES OF THE SUPPLIER

The Supplier must exercise caution in making deliveries of diesel fuel of the appropriate grade (**Perkins Group 1 Fuel, Low Sulphur, ASTM-D975 & Minimum Lubricity**) to the storage tanks of the High Commission.

Diesel fuel deliveries must be made with a tanker truck free from contaminants.

All delivery trucks must be equipped with sensor to ensure that the trucks are empty without need for workers to climb on the top of the trucks.

The Supplier must use the correct nozzle to deliver the fuel.

The Supplier must contact the Canada Representative if there are issues with the fill nozzles.

The Supplier must promptly remove sub-standard diesel fuel.

The Supplier must report and record all fuel spills.

9. SUPPORT OF THE HIGH COMMISSION

The High Commission will provide all information and assistance required for the successful completion of this requirement.

10. INSPECTION, DOCUMENTATION, WARRANTY AND TESTING

The Canada Representative reserves the right to take a sample of diesel fuel from the delivery truck prior to the transfer of the diesel fuel to the High Commission fuel tank and have it tested with an on-site fuel testing kit as deemed necessary in order to assure quality fuel. If found that fuel delivered did not comply with the specification requirements, the Supplier at their own expense may be required to

remove all such sub-standard fuel from the High Commission tank and replace it with fuel meeting the specifications, if such removal is so instructed by the High Commission. If inspection of the tank(s) after removal of the sub-standard fuel indicates that the delivered diesel fuel rendered the tank(s) unsuitable for use, then the Supplier may be responsible for cleaning of the tank(s) so affected, if such cleaning is so instructed by the High Commission.

The Supplier must supply details of quality control procedures used to ensure compliance with the diesel fuel specifications. Part of this must include the operation characteristics of the sampling plan and the outgoing quality limit.

For all fuel spills over 25 litres, the Supplier must provide the Canada Representative with a written report containing the following information:

- Date and time of spill
- The name of the person in charge of management and control of the delivery at the time of spill.
- The estimated quantity spilled
- The cause of spill
- Action taken to recover, clean-up and dispose of spilled containment
- The name of all people who are present at the time of spill.

11. TRAVEL COSTS

Travel costs incurred while performing this assignment will not be reimbursed.

12. WORKING LANGUAGE

The official working language should be English or French. The personnel must be capable of receiving requests and instructions and provide explanations in English or French to the employees of the High Commission.

13. REPRESENTATION

Suppliers may be required to make a presentation to clarify some aspects of their submission and participate in a question and answer session. The Supplier must be represented by the Account Manager.

14. HEALTH AND SAFETY

The Supplier must have a health, safety and environmental policy with objectives and standards consistent with applicable national legislations including health and safety provisions in their management systems to reach and maintain a consistently high level of health and safety.

The Supplier must ensure that all personnel involved with the delivery of fuel are aware of hazardous substances that are in use in the industry and wear appropriate personal protective equipment as may be required.

For each delivery of diesel fuel, the Supplier will be responsible for compliance with all local regulatory laws and environmental quality protection and must undertake all necessary measure to prevent oil spills.

Solicitation No. – N° de l'invitation
08009-170502/A

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur
hl662

Client Ref. No. – N° de réf. Du client
08009-170502

File No - N° de dossier
hl662.08009-170502

The Supplier must 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.

APPENDIX “F” - BASIS OF PAYMENT

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid a firm price for each fuel requirement as specified in Appendix "C", subject to adjustment as specified in Section 2 below. Delivery, customs duties and all taxes are included, except the Value Added Taxes (VAT), if applicable.

For invoicing purposes the firm unit price in Appendix “C” - Requirement, effective on the date of delivery, will apply.

The unit price offered in Appendix "C" includes all taxes or levies that may be or are imposed on the sale of the work pursuant to any federal or provincial or other ordinance. All prices will be calculated in Nigerian Naira (NGN).

1. UNIT PRICE ADJUSTMENTS

1.1 BASIS FOR UNIT PRICE ADJUSTMENTS

The unit price as shown at Appendix “D” will be subject to upward or downward adjustment using the average posted price at 12:00 pm WAT (local time) on the day of delivery for diesel at the following five stations (herein referred to as ‘average station price’):

1. Total Filling Station, near National Hospital, Constitution Avenue, CBD, Abuja
2. NNPC Mega Station, Olusegun Obasanjo Way, CBD Abuja
3. Fortis Oil Station, Olusegun Obasanjo Way CBD Abuja
4. Oando Station, by Ali Brothers, Olusegun Obasanjo Way, Wuse Zone 1 Junction, Abuja
5. Con Oil Filling station, Olusegun Obasanjo Way, besides AMAC Area 10 Garki Abuja

The average station price will be calculated to two decimal places and submitted by the Supplier with each invoice.

NOTE: If at any time during the period of the Standing offer one of the stations closes or discontinues providing diesel, or the price does not follow the market, a new station may be chosen to replace it which is mutually agreed-upon between the Offeror and the Canadian High Commission in Abuja.

2. METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS

The unit price offered will be based on the August 9, 2018 average station price as listed above.

First Adjustment: the unit price adjustment effective on the day of delivery will be equal to the average station price per litre at 12:00 pm local time on the day of delivery minus the average station price per litre for August 9, 2018 plus the offer price.

Example

Average Station Price for August 9, 2018:	N236.00
Average Station Price for day of delivery:	<u>N240.00</u>
Difference	N4.00

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

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

Contractor's price offered	N238.00
Difference	<u>N4.00</u>
Contractor's adjusted unit price on day of delivery	N242.00

Offerors shall use the following reference marker for the preparation of their offer:

- | | |
|----------------------------|------|
| 1. Total Filling Station | N245 |
| 2. NNPC Mega Station | N230 |
| 3. Fortis Oil Station | N235 |
| 4. Oando Station | N235 |
| 5. Con Oil Filling station | N235 |

Average station price per litre for diesel for August 9, 2018:

N236.00

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada		<h2 style="margin: 0;">Call-up Against a Standing Offer</h2> <h3 style="margin: 0;">Commande subséquente à une offre à commandes</h3>	
Ship to - Expédier à Consignee Code Code destinataire Postal Code Code postal		<p>To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.</p> <p>Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.</p> <p>Security: The call-up includes security provisions. Sécurité : La demande comprend des exigences en matière de sécurité.</p> <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> NO NON <input type="checkbox"/> YES OUI </div> <p style="font-size: small;">If YES, attach a SRCL to the call-up Si OUI, joindre une LVERS à la demande</p>	
Supplier - Fournisseur Procurement Business No. (PBN) Numéro d'entreprise - approvisionnements (NEA)			
Invoices must be sent in accordance with - Les factures doivent être envoyées selon : <input type="checkbox"/> The detailed instructions in the standing offer / Les instructions détaillées dans l'offre à commandes <input type="checkbox"/> The address shown in the "Ship to" block / L'adresse indiquée dans la case « Expédier à » <input type="checkbox"/> Special Instructions below / Les instructions particulières ci-dessous			
Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers. Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.		Financial Code(s) - Code financier(s)	
Standing Offer No. - N° de l'offre à commandes	Requisition No. - N° de demande Order, Off. - Bur. dém. YY-AA	Serial No. - N° de série Client Reference No. (optional) N° de référence du client (facultatif)	
The representative of the identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.			
Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité
			Unit Price Prix unitaire (\$)
			Extended Price Prix calculé (\$)
Special Instructions - Instructions particulières			Total
For further information, call - Pour renseignements supplémentaires, contacter			
Name - Nom		Telephone No. - N° de téléphone	
Delivery required by - Livraison requise le (YYYY-MM-DD)		(AAAA-MM-JJ)	
For Internal purposes only - Pour usage interne seulement		Approved for the Minister - Approuvé pour le Ministre	
Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.			
Signature (Mandatory - Obligatoire)		Date (YYYY-MM-DD - AAAA-MM-JJ)	
Signature (Mandatory - Obligatoire)		Date (YYYY-MM-DD - AAAA-MM-JJ)	

ANNEX “H” – Technical Evaluation

Evaluation Procedures and Selection Criteria

1.0 Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the offer solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the offers.

Responsive offers will be subject to an evaluation procedure detailed as follows:

- a) A pass/fail assessment will be carried out to determine whether the proposals meet the minimum pass/fail criteria indicated
- b) The responsive offer with the lowest price will be issued the Standing Offer. A secondary supply Standing Offer may also be issued.

2.0 Mandatory Technical Criteria

The offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support compliance with this requirement at offer closing. Part 3 of the RFSO contains additional instructions that Offerors should consider when preparing their technical offer.

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

MT1 – Reliability and Experience of the Offerors				
#	Point Rated Technical Criteria	Offer Preparation Instructions	Pass/Fail	Cross Reference to Offer
MT1	<p>Reliability and Experience of the Offerors:</p> <p>The Offeror must demonstrate a clear reliability strategy.</p> <p>The Offeror must continuously be in petroleum business for a minimum of five (5) years and own a storage plant with stationary tanks or disclose the supply sources.</p> <p>The Offeror must provide at least three references of different clients within the past five years (past or current clients) for supply and delivery of minimum annual quantity of 55,000 litres of diesel fuel.</p>	<p>The proposal must provide an overview of the business history, storage capacity, distribution and marketing of diesel fuel. It must also address ownership of storage plant and detail partnerships and collaborative efforts with other business and refineries. Supply all copies of all necessary permits and licenses of selling and distributing diesel fuel.</p> <p>a) Formulate business concept from storage, marketing and distribution of diesel fuel to meet the requirements of the statement of work.</p> <p>b) State in the proposal the number of years in petroleum business (minimum 5 years).</p> <p>c) Provide at least 3 references of different clients (past or current) for supply and delivery of minimum annual quantity of 55,000 litres of diesel fuel.</p>		

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

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

MT2 - Credentials of the Proposed Account Manager				
#	Point Rated Technical Criteria	Offer Preparation Instructions	Pass/Fail	Cross Reference to Offer
MT2	<p>Credentials of the Account Manager</p> <p>The Offerors must appoint a dedicated Account Manager who has the ability to provide twenty four (24) hour availability of technical services and advice on the fuel quality.</p> <p>The Account Manager must have at least five (5) years of experience in fuel quality and technical services</p>	<p>The proposal must provide credentials and technical expertise of the proposed Account Manager.</p> <p>The Offeror shall ensure that the curriculum vitae (c.v.) of the proposed Account Manager indicates:</p> <p>a) At least five years of working experience in oil related business.</p> <p>b) Education and qualification in oil and gas.</p>		

MT3 – Compliance with the Nigerian Diesel Fuel Specifications				
#	Point Rated Technical Criteria	Offer Preparation Instructions	Pass/Fail	Cross Reference to Offer
MT3	<p>Compliance with the Nigerian Diesel Fuel Specifications:</p> <p>The Offeror must state and confirm whether their diesel fuel is compliant with the Nigerian Diesel Fuel Specifications.</p>	<p>The Offeror must provide a Certificate of Analysis of their diesel, showing that it meets the required specifications.</p> <p>The proposal may also include any brochures with illustrative and descriptive literature on their diesel fuel as well as available specifications.</p>		

MT4 – Quality Control Procedure				
#	Point Rated Technical Criteria	Offer Preparation Instructions	Pass/Fail	Cross Reference to Offer
MT4	<p>Quality Control Procedure:</p> <p>The Offeror must propose methodology, approach and plan to implement the Quality Control Procedure.</p> <p>The Offerors must produce a sample of their Material Safety Data Sheet (MSDS).</p>	<p>The Offeror must provide a comprehensive diesel fuel quality control and assurance program.</p> <p>a) Describe registration and inspections regime in place to track the origin and composition of the diesel fuel. In addition, detail the sampling plan and other relevant information for quality control.</p>		

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

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

		<p>b) Describe quality control procedure during shipping, delivery and storage that ensure continued delivery and integrity of quality and services.</p> <p>c) Provide control procedure during transit and service quality assurances during the duration of the contract and a sample of their Material Safety Data Sheet (MSDS).</p>		
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MT5 – Guarantee and Warranty				
#	Point Rated Technical Criteria	Offer Preparation Instructions	Pass/Fail	Cross Reference to Offer
MT5	<p>Guarantee and Warranty:</p> <p>The Offerors must outline their ability to supply routine and urgent orders and address quality issues.</p>	<p>The proposal must outline mitigation measures to ensure uninterrupted supply of diesel fuel and remedial measures to address quality issues during the duration of the contract.</p> <p>a) Describe in detail a risk mitigation strategy in the event of plant failure, fire, accidents, lack of production capability or an act of terrorism.</p> <p>b) Describe available remedies for supplying inadequate (sub-standard) quality of diesel fuel. Highlight past experience of any quality issues within the last five years.</p>		

MT6 – Delivery Methodology				
#	Point Rated Technical Criteria	Offer Preparation Instructions	Pass/Fail	Cross Reference to Offer
MT6	<p>Delivery Methodology:</p> <p>The Offerors must provide details of fuel transportation and delivery system.</p>	<p>The proposal must provide details of transportation and delivery of fuel.</p> <p>a) Provide details of delivery vehicles (tankers) including whether the tankers are fitted with cam & groove and a flow meter system. In addition, describe the tracking mechanism of fuel quantity and temperatures.</p> <p>b) Supply a sample of documentation, such as a receipt, that will be provided at the time of delivery of diesel fuel.</p>		

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

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

Reference Form of Different Clients (Past or Current)				
Names & Address of Current or Recent Clients	Starting Date	Ending Date	Annual Quantity of Diesel Fuel.	Name & Phone of Contact

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

**APPENDIX "I" - 2006 - Standard Instructions - Request for Standing Offers – Goods or Services -
Competitive Requirements (INTEGRAL VERSION – Some clauses may not apply)**

ID: 2006

Effective date: 2018-05-22

General information

01 Integrity Provisions—offer

02 Procurement Business Number

03 Standard instructions, clauses and conditions

04 Definition of Offeror

05 Submission of offers

06 Late offers

07 Delayed offers

08 Transmission by facsimile or by epost Connect

09 Customs clearance

10 Legal capacity

11 Rights of Canada

12 Rejection of offer

13 Communications—solicitation period

14 Price justification

15 Offer costs

16 Conduct of evaluation

17 Joint venture

18 Conflict of interest—unfair advantage

19 Entire requirement

20 Further information

21 Code of Conduct for Procurement—offer

General information

One method of supply used by Public Works and Government Services Canada (PWGSC) to satisfy the requirements of departments and agencies is to arrange with suppliers to submit a standing offer to provide goods, services or both during a specified period. Specific departments and agencies are then authorized by PWGSC to make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide PWGSC with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by PWGSC of a Standing Offer and Call-up Authority to successful suppliers and to departments and agencies authorized to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. Departments and agencies may make one or several call-ups against a standing offer.

01 (2016-04-04) Integrity Provisions—offer

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the Request for Standing Offers (RFSO) is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the RFSO. The Offeror must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to be issued or is suspended from being issued a standing offer and to enter into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the Request for Standing Offers, the Offeror must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its offer, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting an offer in response to this Request for Standing Offers, the Offeror certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

- d. it has provided with its offer a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its offer a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the Standing Offer that the Offeror provided a false or misleading certification or declaration, Canada may set aside the Standing Offer and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for issuance of a standing offer for providing a false or misleading certification or declaration.

02 (2012-03-02) Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Suppliers may register for a PBN on line at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

03 (2008-05-12) Standard instructions, clauses and conditions

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

04 (2008-12-12) Definition of Offeror

"Offeror" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to provide goods, services or both under a call-up resulting from a standing offer. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.

05 (2018-05-22) Submission of offers

1. Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section 17.
2. It is the Offeror's responsibility to:
 - a. obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
 - b. prepare its offer in accordance with the instructions contained in the RFSO;
 - c. submit by the RFSO closing date and time a complete offer;

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

- d. send its offer only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the RFSO or, to the address specified in the RFSO, as applicable;
 - e. ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the offer; and,
 - f. provide a comprehensible and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.
3. Canada will make available Notices of Proposed Procurement (NPP), RFSO's and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.
4. Offers will remain open for acceptance for a period of not less than 60 days from the closing date of the RFSO, unless specified otherwise in the RFSO. Canada reserves the right to seek an extension of the offer validity period from all responsive offerors in writing, within a minimum of 3 days before the end of the offer validity period. If the extension is accepted by all responsive offerors, Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive offerors, Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the RFSO.
5. Offers and supporting information may be submitted in either English or French.
6. Offers received on or before the stipulated RFSO closing date and time will become the property of Canada and will not be returned. All offers will be treated as confidential, subject to the provisions of the [Access to Information Act](#) (R.S., 1985, c. A-1) and the [Privacy Act](#) (R.S., 1985, c. P-21).
7. Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an offeror's offer. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.
8. An offer cannot be assigned or transferred in whole or in part.

06 (2018-05-22) Late offers

PWGSC will return or delete offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in section 07.

For late offers submitted using means other than the Canada Post Corporation's epost Connect service, the physical offer will be returned.

For offers submitted electronically, the late offers will be deleted. As an example, offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late offer will be deleted. Records will be kept documenting the transaction history of all late offers submitted using epost Connect.

07 (2018-05-22) Delayed offers

1. An offer delivered to the specified Bid Receiving Unit after the RFSO closing date and time but before the standing offer issuance date may be considered, provided the offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post

Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed offers.

- a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;
- that clearly indicates that the offer was sent before the RFSO closing date.
- b. The only piece of evidence relating to a delay in the epost Connect service provided by CPC system that is acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the offer was sent before the RFSO closing date and time.
2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by PWGSC.
 3. Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

08 (2018-05-22) Transmission by facsimile or by epost Connect

1. Facsimile
 - a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile.
 - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO.
 - ii. PWGSC regional offices: The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
 - b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete offer;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offer; or
 - vii. security of offer data.
 - c. An offer transmitted by facsimile will constitute the formal offer of the Offeror and must be submitted in accordance with section 05.
2. epost Connect
 - a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC headquarters is: tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca, or if applicable, the email address identified in the RFSO.
 - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
 - b. To submit an offer using epost Connect service, the Offeror must either:

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

- i. send directly its offer only to the specified PWGSC Bid Receiving Unit using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.
- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSO closing date and time.
- e. The RFSO number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete offer;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offer;
 - vii. security of offer data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

09 (2010-10-07) Customs clearance

It is the responsibility of the Offeror to allow sufficient time to obtain Customs clearance, where required, before the RFSO closing date and time. Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed offer under section 07.

10 (2007-05-25) Legal capacity

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

11 (2007-11-30) Rights of Canada

Canada reserves the right to:

- a. reject any or all offers received in response to the RFSO;
- b. enter into negotiations with offerors on any or all aspects of their offers;
- c. authorize for utilization any offer in whole or in part without negotiations;
- d. cancel the RFSO at any time;
- e. reissue the RFSO;
- f. if no responsive offers are received and the requirement is not substantially modified, reissue the RFSO by inviting only the offerors who submitted an offer to resubmit offers within a period designated by Canada; and,
- g. negotiate with the sole responsive offeror to ensure best value to Canada.

12 (2014-09-25) Rejection of offer

1. Canada may reject an offer where any of the following circumstances is present:
 - a. the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;
 - b. an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer for the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of the offer;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of the offer;
 - ii. Canada determines that the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject an offer pursuant to a provision of subsection 1. (f), the Standing Offer Authority will so inform the Offeror and provide the Offeror 10 days within which to make representations, before making a final decision on the offer rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple offers are received in response to a request for standing offers from a single offeror or a joint venture.

Canada reserves the right to:

 - a. reject any or all of the offers submitted by a single offeror or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

- b. reject any or all of the offers submitted by a single offeror or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

13 (2014-03-01) Communications—solicitation period

To ensure the integrity of the competitive RFSO process, enquiries and other communications regarding the RFSO must be directed only to the Standing Offer Authority identified in the RFSO. Failure to comply with this requirement may result in the offer being declared non-responsive.

To ensure consistency and quality of information provided to offerors, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, refer to subsection 3 of the Submission of offers section.

14 (2007-11-30) Price justification

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

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

15 (2007-05-25) Offer costs

No payment will be made for costs incurred in the preparation and submission of an offer in response to the RFSO. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

16 (2008-12-12) Conduct of evaluation

1. In conducting its evaluation of the offers, Canada may, but will have no obligation to, do the following:
 - a. seek clarification or verification from offerors regarding any or all information provided by them with respect to the RFSO;
 - b. contact any or all references supplied by offerors to verify and validate any information submitted by them;
 - c. request, before issuance of any standing offer, specific information with respect to offerors' legal status;
 - d. conduct a survey of offerors' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFSO;
 - e. correct any error in the extended pricing of offers by using unit pricing and any error in quantities in offers to reflect the quantities stated in the RFSO; in the case of error in the extension of prices, the unit price will govern.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

- f. verify any information provided by offerors through independent research, use of any government resources or by contacting third parties;
 - g. interview, at the sole costs of offerors, any offeror and/or any or all of the resources proposed by offerors to fulfill the requirement of the RFSO.
2. Offerors will have the number of days specified in the request by the Standing Offer Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the offer being declared non-responsive.

17 (2007-11-30) Joint venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

18 (2012-03-02) Conflict of interest—unfair advantage

1. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject an offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFSO or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFSO that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by an offeror who is providing or has provided the goods and services described in the RFSO (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Standing Offer Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before the RFSO closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

Solicitation No. - N° de l'invitation
08009-170502/A
Client Ref. No. - N° de réf. du client
08009-170502

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.08009-170502

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No/ N° VME

19 (2008-12-12) Entire requirement

The RFSO contains all the requirements relating to the request for offers. Any other information or documentation provided to or obtained by an offeror from any source are not relevant. Offerors should not assume that practices used under previous contracts will continue, unless they are described in the RFSO. Offerors should also not assume that their existing capabilities meet the requirements of the RFSO simply because they have met previous requirements.

20 (2017-04-27) Further information

1. For further information, offerors may contact the Standing Offer Authority identified in the RFSO.
2. For RFSOs issued out of PWGSC headquarters, enquiries concerning receipt of offers may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-420-7200. For RFSOs issued out of PWGSC regional offices, enquiries concerning receipt of offers may be addressed to the Standing Offer Authority identified in the RFSO.

21 (2016-04-04) Code of Conduct for Procurement—offer

The [*Code of Conduct for Procurement*](#) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement*, may render the offer non-responsive.

Solicitation No. – N° de l'invitation
08009-170502/A

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur
hl662

Client Ref. No. – N° de réf. Du client
08009-170502

File No - N° de dossier
hl662.08009-170502

APPENDIX “J” - ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)