C. ARTICLES OF AGREEMENT C1. DEPARTMENTAL REPRESENTATIVE

NAME OF DEPARTMENTAL REPRESENTATIVE DIVISION NAME AND ACRONYM 125 Sussex Drive Ottawa, Ontario Canada, K1A 0G2

Telephone: Mobile: Fax:

E-mail: @international.gc.ca

DRAFT

Minor Works Construction Contract

Between

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

and

(INSERT FULL LEGAL NAME OF CONTRACTOR) (INSERT ADDRESS OF CONTRACTOR) (referred to herein as the "Contractor")

for

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

C2. TITLE						
Chiller Compressor Recapitalization						
C3. CONTRACT PERIOD Completion Date:						
Start: INSERT DATE INSERT DATE						
C4. CONTRACT NUMBER	C5. PROJECT NUMBER	C6. DATE				
0	19-149100	INSERT DATE				

C7. CONTRACT DOCUMENTS

- 1. These Articles of Agreement
- Supplementary Conditions (Section "I")
- 3. General Conditions (Section "II")
- 4. Statement of Work (Appendix "A")
- 5. The Request for Proposals
- 6. The Contractor's Proposal

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

C8. Payments

Her Majesty shall pay the contractor an amount not to exceed 0.00, to be paid as

Milestones	Amount

All amounts are expressed in Canadian Dollars and are exclusive of VAT. Her Majesty shall withhold a Holdback, as described in GC29, of ten percent (10%) of all progress payments.

C9. INVOICES

Two (2) copies are to be sent to the Departmental Representative showing:

- the amount of the progress payment being claimed for Work satisfactorily
- the amount for any tax (including VAT) calculated in accordance with the applicable legislation;
- the date: c.
- the name and address of the consignee;
- description of the Work performed;
- the project name; and
- the contract number.

C10. GOVERNING LAWS

Laws in force in the Province of Ontario, Canada

FOR THE CONTRACTOR		
Signature	Date	
Print Name and Capacity FOR THE MINISTER		Corporate Seal
Signature	Date	
Print Name and Capacity		



SECTION "I" - SUPPLEMENTARY CONDITIONS

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SECTION "II" - GENERAL CONDITIONS

GC1 Interpretations

- **1.1** In the Contract:
 - **1.1.1** "Contract" means the contract documents referred to in the Articles of Agreement;
 - 1.1.2 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives, including the "Departmental Representative" appointed for the purpose of the Contract;
 - 1.1.3 "Work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;
 - 1.1.4 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Contract and includes a person authorized in writing by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract, including any Architect or Engineer so designated. The Departmental Representative may be changed by the Minister, upon notice to the Contractor but without any formal amendment to this Contract.
 - 1.1.5 "Days" means continuous calendar days, including weekends and statutory public holidays.

GC2 SUCCESSORS AND ASSIGNS

2.1 This Contract shall apply to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 ASSIGNMENT

- 3.1 This Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Departmental Representative. Any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Departmental Representative.

GC4 SUBCONTRACTING BY CONTRACTOR

The Contractor may subcontract any part of the Work provided that prior written notification of such is given to the Departmental Representative. The notification must identify the Work and the proposed Sub-contractor. The Departmental Representative may object to the intended subcontracting by notifying the Contractor in writing within six (6) days of receipt by the Departmental Representative of a notification to subcontract. Where the Contractor has submitted, as part of its bid/tender, the name(s) of proposed sub-contractors and the portion(s) of the Work that is intended to be sub-contracted, and that bid has been accepted by the Departmental Representative, those sub-contractors and their associated portions of the Work are deemed to have been accepted as sub-contractors.

- **4.2** If the Departmental Representative objects to a subcontracting or subcontractor, the Contractor shall not enter into the intended subcontract.
- 4.3 The Contractor shall not, without the written consent of the Departmental Representative, change a subcontractor who has been engaged by him in accordance with this General Condition.
- **4.4** Every subcontract entered into by the Contractor shall adopt all of the terms and conditions of this Contract that are of general application.
- 4.5 Neither a subcontracting nor the Departmental Representative's consent to a subcontracting by the Contractor shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon Her Majesty.

GC5TIME OF THE ESSENCE

- **5.1** Time is of the essence of the Contract.
- 5.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 5.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Contracting Authority, the Contractor shall deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the workaround plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.
- 5.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 5.5 Notwithstanding that the Contractor has complied with the requirements of GC5.3, Her Majesty may exercise any right of termination contained in GC9

GC6Indemnification/Limitation of Liability

6.1 The Contractor shall indemnify and save harmless
Her Majesty from and against all claims, losses,
damages, costs, expenses, actions and other
proceedings, attributable to any injury to or death of a
person or damage to or loss of property arising from
any negligence on the part of the Contractor and the
Contractor's servants, agents and sub-contractors in
performing the Work or as a result of the Work. The
Contractor shall also indemnify and hold Her Majesty

- harmless for any infringement of any intellectual property, including copyright, resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.2 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- 6.3 Her Majesty shall not be liable to the Contractor for any loss or damage or compensation payable to any person other than for death or injury resulting from the negligence of Her Majesty or Her employees.

GC7Notices

- 7.1 Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to this Contract, shall be in writing, and shall be deemed to have been effectively given when:
 - 7.1.1 served personally to either the Departmental Representative or the Consultant's Representative (as the case may be), on the day it is delivered; or
 - **7.1.2** forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
 - **7.1.3** forwarded by facsimile or other electronic means of transmission, three (3) days after it was transmitted.
- 7.2 The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

GC8 SOVEREIGN IMMUNITY

8.1 The Contractor acknowledges that "Her Majesty" is at law a sovereign entity and notwithstanding any provision to the contrary, Her Majesty does not waive any immunity to which She is or may be entitled to under international law or the domestic law governing this Contract.

GC9TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 9.1 The Departmental Representative may, by notice in writing to the Contractor, terminate this Contract if:
 - 9.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - 9.1.2 if after reasonable notice, the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Departmental Representative's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
 - 9.1.3 In the event that the Departmental
 Representative terminates the Contract, the
 Departmental Representative may arrange, upon
 such terms and conditions and in such manner

- as Her Majesty deems appropriate, for any of the Work under the Contract that was so terminated to be completed, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of that Work.
- 9.1.4 Upon termination of the Contract under GC9.1, the Departmental Representative may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Departmental Representative, any finished Work that has not been delivered and accepted prior to such termination and any materials or work-in-process that the Contractor has specifically acquired or produced for the fulfilment of the Contract. Her Majesty shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold and "setoff" from the amounts due to the Contractor such sums as the Departmental Representative determines to be necessary to protect Her Majesty against excess costs for the completion of the Work.
- 9.1.5 The Contractor shall not be entitled to be reimbursed any amount that, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the Work or the particular part thereof.
- 9.1.6 If, at the time of termination of the Contract on the grounds in GC9.1.2, the Contractor has been paid an amount that, in the opinion of the Departmental Representative, exceeds the value of the Work performed by the Contractor to the date of termination, the Contractor shall forthwith, upon demand by the Departmental Representative, refund the excess to Her Majesty.
- 9.1.7 Subject to the above, should the Contractor request that this Contract be terminated because the Contractor cannot perform the Contract due to the imposition of international sanctions as described herein, then Her Majesty shall make payment to the Contractor an amount of money that represents a fair and reasonable charge for the Work performed, but not paid, up to the time of the request for termination.

GC10 RECORDS TO BE KEPT BY CONTRACTOR

10.1 The Contractor shall keep proper accounts and records of the cost of the Work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Departmental Representative who may make copies and take extracts therefrom. 10.2 The Contractor shall not dispose of the documents referred to herein without the written consent of the Departmental Representative, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two (2) years following completion of the Work

GC11 OWNERSHIP OF INTELLECTUAL PROPERTY INCLUDING COPYRIGHT

All intellectual property including copyright arising out of, or produced by the Contractor in, the performance of the Work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Departmental Representative in respect of the foregoing in such manner as the Departmental Representative shall direct.

GC12 CONFLICT OF INTEREST/LOBBYIST CERTIFICATION CLAUSE

- 12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Departmental Representative.
- 12.2 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee of the Contractor acting in the normal course of the employee's duties.
- 12.3 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 12.4 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Departmental Representative may, in addition to the right of termination under GC9.1, terminate the Contract or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.

GC13 CONTRACTOR STATUS

13.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions for employee benefits of whatever kind that are required to be made under the laws having application to this Contract.

GC14 WARRANTY BY CONTRACTOR

- 14.1 The Contractor warrants that the Work performed under the Contract shall be free from fault or defect for twelve (12) months after the issuance of a "Final Certificate of Completion" to be issued by the Departmental Representative upon completion of the Work to the satisfaction of the Departmental Representative ("final acceptance"). This warrantee is without prejudice to any other warrantee or rights that may be available at law.
- 14.2 The Contractor will, upon notice from the Departmental Representative and within such time as specified in said notice, rectify at its own expense any defect or fault, however caused, which appears in the Work within twelve (12) months of the date of the "Final Certificate of Completion" by the Departmental Representative.

GC15 Member of House of Commons (Canada) and Former Public Office Holders

- **15.1** No member of the Canadian House of Commons shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.
- 15.2 No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (of the Government of Canada) shall derive a direct benefit from this Contract.

GC16 AMENDMENTS

16.1 No amendment of the Contract nor waiver of any of the terms or provisions shall be deemed valid unless effected by a written amendment agreed to by the two parties.

GC17 PERMITS

- 17.1 The Contractor shall, as soon as reasonably possible after the execution of the Contract, tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the Work were being performed for a person other than Her Majesty.
- 17.2 The Contractor shall obtain all permits and hold all certificates and licences and qualifications required under applicable law for the performance of the Work.

GC18 COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all legislative and regulatory provisions whether federal, provincial, state, or municipal applicable to the performance of the Work.

GC19 PUBLICITY

The Contractor will neither permit any public ceremony, nor erect or permit the erection of any sign or advertising, in connection with the Work without the prior written approval of the Departmental Representative.

GC20 MATERIALS, EQUIPMENT, WARRANTIES TO BECOME PROPERTY OF HER MAJESTY

20.1 All materials, plant and equipment used or provided for the Work shall become the property of Her Majesty and shall not be removed from the site of the Work and shall be used only for the purpose of the Work, until the Departmental Representative shall certify that they are, if not incorporated in the Work, no longer required for the purpose of the Work. The Contractor shall be liable for all loss or damage to material, plant or equipment that is the property of Her Majesty by virtue of this section. Upon the issuance of a Certificate of Final Completion the Contractor shall ensure that all warranties associated with any materials or equipment are properly transferred to Her Majesty.

GC21 No Additional Payments

21.1 The amount payable to the Contractor under this Contract will not be increased by reason of any increase in the cost to the Contractor of plant, labour, material or equipment.

GC22 CLEANING OF WORK

22.1 The Contractor will, upon completion of the Work, clear and clean the Work and its site to the satisfaction of and in accordance with any directions of the Departmental Representative.

GC23 RIGHT OF SET-OFF

23.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the Contract, Her Majesty may set off any amount payable to Her Majesty by the Contractor under this Contract or under any current contract against any amount payable to the Contractor under this Contract.

GC24 CHANGES IN THE WORK (CHANGE ORDERS)

- **24.1** The Departmental Representative may, at any time before s/he issues a "Final Certificate of Completion":
 - **24.1.1** order Work or material in addition to that provided for in the Statement of Work and Plans and Specifications; and
 - 24.1.2 delete or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the Work or material provided for in the Statement of Work or Plans and Specifications or in any order or instructions if that additional Work or material, deletion, or change is, in his opinion consistent with the general intent of the original Contract.
- 24.2 The Contractor shall perform the Work in accordance with such orders, deletions and changes that are made by the Departmental Representative as if they had appeared in and been part of the Statement of Work or Plans and Specifications.
- 24.3 Prior to the commencement of Work under such an order, change or deletion, the Contractor shall submit a cost breakdown identifying, as a minimum, the cost of labour, plant, material and equipment, each subcontract amount and the amount of the appropriate percentage mark-up for all supervision, coordination, administration, overhead and margin.

- 24.3.1 Such mark-up shall not exceed twenty percent (20%) of the aggregate costs referred to above for that portion of the Work done by the Contractor directly and fifteen percent (15%) where such is done through sub-contractors.
- 24.3.2 Determination of Cost Following Completion of Work where it is not possible to predetermine the price of a change, the price of the change shall be equal to the aggregate costs of all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, plant, material and equipment that was used in the completion of the order, change or deletion; and
- 24.3.3 a mark-up equal to ten percent (10%) of the amounts referred to above which mark-up shall be for profit and all other expenditures or costs, not covered including overhead, general administration costs and financing and interest charges.
- 24.4 If the Departmental Representative determines that the cost of the Work to the Contractor has been decreased, the Minister shall reduce the amount payable to the Contractor under the Contract by an amount equal to the decrease in the cost caused by the deletion or change and calculated in accordance with the terms cited above.
- 24.5 An order, deletion or change shall be in writing, signed by the Departmental Representative and given to the Contractor in accordance with the notice provisions under this Contract.

GC25 RESOLUTION OF DISPUTES

- 25.1 In the event of a dispute regarding any aspect of the Work performed or any order, change or deletion given under this Contract the parties shall endeavour to resolve such a dispute in good faith. If, after such good faith efforts the dispute has not been resolved, the parties may seek to have the dispute mediated by a third party. If such mediation efforts fail the parties agree to have the matter decided through arbitration in accordance with the rules of arbitration under the appropriate law cited under C9 of this Contract and in the absence of such rules, in accordance with the Commercial Arbitration Act (Canada).
- 25.2 If the dispute is referred to mediation, the mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Contractor from a list of mediators proposed by the Departmental Representative.
- 25.3 The Contractor's continued performance of the Work, Instructions or Orders of the Departmental Representative shall be without prejudice to the Contractor.
- **25.4** Negotiations conducted under this Contract, including those conducted during mediation, shall be without prejudice to either party.

GC26 COOPERATION WITH OTHER CONTRACTORS

26.1 Where, in the opinion of the Departmental Representative, it is necessary that other contractors or workers with or without plant and material, be sent onto the Work or its site, the Contractor shall, to the satisfaction of the Departmental Representative, allow

them access and cooperate with them in the carrying out of their duties and obligation.

GC27 EXAMINATION OF WORK - RECTIFICATION OF DEFECTS

- 27.1 If, at any time after the commencement of the Work but prior to the expiry of the warranty or guarantee period, the Departmental Representative has reason to believe that the Work or any part thereof has not been performed in accordance with the Contract, the Departmental Representative may have that Work examined by an expert of the Departmental Representative's choice. Where such an examination reveals that the Work under examination was not performed in accordance with the Contract, the Contractor shall, at its cost, remedy such defective Work in the time stipulated by the Departmental Representative.
- 27.2 The Contractor, will upon notice from the Departmental Representative, and within such time as specified in said notice, rectify at its own expense any defect or fault, however caused which appears in the Work within twelve (12) months of the date of the issuance of the Final Certificate of Completion.

GC28 CONTRACTOR'S SUPERINTENDENT/UNSUITABLE WORKERS

- 28.1 The Contractor shall, until the Work is complete, keep a competent superintendent at the work site during working hours. The Superintendent must be able to converse fluently in the language of this Contract The Superintendent shall be in full charge of the operations of the Contractor and is authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the Contractor. The Superintendent shall not be substituted without the written consent of the Departmental Representative (which shall not be unreasonably withheld).
- 28.2 The Contractor shall, upon the request of the Departmental Representative, remove any person employed or engaged by the Contractor (including its sub-contractors) for the purposes of the Contract who, in the opinion of the Departmental Representative, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the work site.

GC29 HOLDBACK

- **29.1** Her Majesty shall withhold the percentage described in C8 of the value of any payment to be made to the Contractor.
- 29.2 If the Contract is terminated pursuant to the terms of the Contract, or the Contractor is in breach of or in default under the Contract, Her Majesty may convert any of the "holdback" amounts to Her own use. Use of such funds is without prejudice to any other remedy that may be available at law or under this Contract.
- 29.3 Any balance of an amount that remains after payment of all losses, damage and claims of Her Majesty and others shall be paid by Her Majesty, no later than the date of the expiry of the defects warranty period (i.e.

twelve (12) months after the date of issuance of a "Final Certificate of Completion" by the Departmental Representative) to the Contractor if, in the opinion of the Departmental Representative, it is not required for the purposes of the Contract.

GC30 International Sanctions

30.1 Persons and companies in Canada and Canadians outside of Canada, are bound by economic sanctions imposed by the Government of Canada. As a result, Her Majesty cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at:

http://www.international.gc.ca/sanctions/index.aspx

- 30.2 It is a condition of this Contract that the Contractor not supply to Her Majesty any goods or services which are subject to the economic sanctions referred to above.
- 30.3 The Contractor agrees to comply with any changes to the regulations imposing such sanctions which occur during the term of this Contract. During the performance of this Contract, should the imposition of sanctions against a country or a person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the Contractor may request that the Contract be terminated in accordance with the provisions for termination set out herein.

GC31 SEVERABILITY - ENTIRE AGREEMENT

- **31.1** If any provisions of this Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.
- 31.2 This Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

GC32 NATIONAL SECURITY

- **32.1** This project involves National Security issues. The Contractor is obliged to:
 - **32.1.1** Retain all project documentation together in lockable cabinets;
 - **32.1.2** Keep all project documentation in the locked cabinets when not in use;
 - **32.1.3** Ensure that any CADD station used for the design is kept locked when not in use;
 - **32.1.4** Ensure that project staff do not communicate any project related information to any third party by any means;
 - 32.1.5 Maintain site security during construction; and
 - **32.1.6** Return all materials and documentation at the end of the Project.

GC33 DEPARTMENTAL REPRESENTATIVE'S CERTIFICATES

33.1 On the date that:

33.1.1 the Work has been completed; and

- 33.1.2 The Contractor has complied with the Contract and all orders and directions made pursuant thereto, both to the satisfaction of the Departmental Representative, the Departmental Representative shall issue a Final Certificate of Completion to the Contractor.
- 33.2 If the Departmental Representative is satisfied that the Work is substantially complete he/she shall, at any time before he issues a certificate referred to in GC33.1, issue an Interim Certificate of Completion to the Contractor, and for the purposes of GC33.2 the Work will be considered to be substantially complete:
 - 33.2.1 When the Work under the Contract or a substantial part thereof is, in the opinion of the Departmental Representative, ready for use by Her Majesty or is being used for the purposes intended; and
 - 33.2.2 when the Work remaining to be done under the contract is, in the opinion of the Departmental Representative, capable of completion or correction at a cost of not more than ten percent (10%) of the Contract Amount at the time this cost is calculated.
 - **33.2.3** For the sole purpose of GC33.2.2, where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the Work or a part thereof cannot be completed by the time specified in C3, or as amended pursuant to GC16, for reasons beyond the control of the Contractor or where the Departmental Representative and the Contractor agree not to complete a part of the Work within the specified time, the cost of that part of the Work which was either beyond the control of the Contractor to complete or the Departmental Representative and the Contractor have agreed not to complete by the time specified shall be deducted from the value of the Contract referred to in GC33.2.2 and the said cost shall not form part of the cost of the Work remaining to be done in determining substantial completion.
- **33.3** An Interim Certificate of Completion referred to in GC33.2 shall describe the parts of the Work not completed to the satisfaction of the Departmental Representative and all things that must be done by the Contractor:
 - **33.3.1** before a Final Certificate of Completion referred to in GC33.1 will be issued; and
 - **33.3.2** Before the twelve (12) months period referred to in GC14 shall commence for the said parts and all the said things.
 - 33.3.3 The Departmental Representative may, in addition to the parts of the Work described in an Interim Certificate of Completion referred to in GC33.2, require the Contractor to rectify any other parts of the Work not completed to his satisfaction and to do any other things that are necessary for the satisfactory completion of the Work.
 - **33.3.4** If the Contract or a part thereof is subject to a Unit Price Arrangement, the Departmental Representative shall measure and record the

- quantities of labour, plant and material, performed, used and supplied by the Contractor in performing the Work and shall, at the request of the Contractor, inform him of those measurements.
- 33.3.5 The Contractor shall assist and cooperate with the Departmental Representative in the performance of his duties referred to in GC33.3.6. and shall be entitled to inspect any record made by the Departmental Representative pursuant to GC33.3.6.
- **33.3.6** After the Departmental Representative has issued a Final Certificate of Completion referred to in GC33.1, he shall, if GC33.3.6 applies, issue a Final Certificate of Measurement.

GC34 LANGUAGE

34.1 The language of communication between Her Majesty and the Contractor shall be English or French.

GC35 PROACTIVE DISCLOSURE

35.1 The Government of Canada is committed to publicly disclose all contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It is a term of this Contract that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Intranet site http://www.facaec.gc.ca/department/disclosure/menu-en.asp. Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

GC36 PAYMENT

- 36.1 Payments under this Contract except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Minister but subject to the submission to the Departmental Representative of a claim for payment.
- **36.2** Subject to Parliamentary appropriation of funds and to GC36.1, payment by the Minister for the Work shall be made:
 - **36.2.1** in the case of a mobilization payment, within thirty (30) days of the signing of this Contract by both parties or within thirty (30) days of receipt of an invoice requesting payment, whichever is later,
 - 36.2.2 in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed Work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, or
 - **36.2.3** in the case of a final payment, within thirty (30) days following the date of receipt of the completed Work or within thirty (30) days or

- receipt of an invoice requesting payment whichever is later.
- 36.3 If the Departmental Representative has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, he/she shall notify the Contractor of the nature of the objection. Failure by Her Majesty to act within fifteen (15) days only result in the date specified in GC36.1 to apply for the sole purpose of calculating interest on overdue accounts.
- 36.4 Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

GC37 Interest on Overdue Accounts

- **37.1** For the purposes of this section:
 - 37.1.1 "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "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;
 - **37.1.2** "date of payment" means the date of the negotiable instrument drawn by the Receiver

- General for Canada and given for payment of an amount due and payable;
- **37.1.3** an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- **37.1.4** an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 37.2 Her Majesty shall be liable to pay to the Contractor simple interest at the Average Rate plus three percent (3%) per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
- **37.3** Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Contractor.
- **37.4** Her Majesty shall not be liable to pay interest on mobilization payments.

GC38 HEALTH AND SAFETY

- **38.1** The Contractor shall ensure, in fulfilling its contractual obligations under this Contract, that its employees and agents are appropriately equipped with all safety clothing and equipment required to perform the Work.
- **38.2** The Contractor shall further ensure that its employees and agents adhere to and follow all applicable health and safety regulations, standards and procedures in force in the jurisdiction and have been trained and will use all mandatory safety equipment imposed by local law when completing the Work under this Contract.

Appendix"A" Statement of Work

APPENDIX "A" – STATEMENT OF WORK (SOW) Chiller Compressor Recapitalization

Location

High Commission of Canada, UN Road, Baridhara, Dhaka-1217.

Objective

The High Commission of Canada requires to replace the Chancery HVAC system chiller compressors, as part of breakdown maintenance.

Background

The High Commission of Canada Dhaka, Chancery central HVAC system requires three compressors replacement on a York Millennium Chiller, Model Number YCAS0425EB50 (one compressor for Chiller-1 and two compressors for Chiller-2). All work shall be performed in accordance with manufacturer specifications and accepted commercial practices.

Task/ Technical Specification:

The contractor shall provide all services including labour for lifting new compressors, materials, supplies, supervision, tools, equipment and transportation necessary to replace three (3) compressors, distributed as noted above. Compressor Model No: DXS24LASB 46/50, Part No: 364-49095-215, 400 volt 3 phase.

The Contractor will source and supply compressors from the Original Equipment Manufacturer, the order will be made in the name of the High Commission of Canada to Bangladesh and the High Commission will provide Diplomatic Notes and support to assure the compressors are delivered and clear customs in an expedited fashion.

Shipping will be facilitated in the quickest and most expedited fashion, which will include shipping through air cargo.

Work shall be performed In accordance with the following:

- 1. Remove and replace York Model # DXS24LASB 46/50 three compressors and replace with new compressors. Contractor is responsible for disposal of replaced compressors according to International Laws and compliant with environmental concerns.
- 2. Install new compressor, gasket, and torque all connections to manufacturer specifications.
- 3. Add additional oil to manufacturer specifications as required;
- 4. Remove existing and replace with new Liquid Line Driers;
- 5. Provide nitrogen flush and leak check. Provide written results to the High Commission.
- 6. Evacuate system to manufacturer specifications below 500 micron to ensure system is free of leaks and provide results to the High Commission;
- 7. Charge system with 407C refrigerant as required.
- 8. Chillers will be commissioned and documented in accordance with manufacturer's Start-up procedures and recorded and return unit to normal operation to ensure system functionality;
- 9. Log machine and provide written results to the High Commission;
- 10. Provide standard commercial warranty for installation services of compressor.
- 11. All work shall be performed by trained and certified personnel and shall adhere with all local codes.
- 12. The Contractor shall manage the total work effort associated with the services provided to assure fully adequate and timely completion of these services. The contractor shall provide trained and certified technicians with the expertise to assure the performance of the work in accordance with sound and efficient commercial business practices.
- 13. WORK SCHEDULE: Hours of operation are 8:00 am to 4:30 pm Sunday through Wednesday and 8:00 am to 01:30 pm on Thursday with the exception of official holidays.

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14. It will be incumbent upon the contractor to supply hoisting and lifting equipment to move compressors from Grade Level to roof level, point of usage. Lifting equipment to be designed and certified for the weight and capacity requirements.

Constraints

- The Contractor shall not sublet this job to any other agency.
- Any civil & structural damage such as walkway floor, roof, wall etc. caused by the Contractor during this work are required to be rectified on site and complete as per direction of Engineerin-charge, are part of the scope of this project.
- The Contractor shall be taken appropriate measures to minimize dust, noise and vibration disturbances.

Client support

During this work the contractor and all employees of the contractor can use a dedicated washroom and tools storage area that will be specified by the High Commission. Lunchroom facilities will not be provided.

Meetings

Site supervisor must meet with client representative daily prior to beginning of work.

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Appendix 'B'
Occupational Health & Safety Guidelines
Following occupational Health & Safety guidelines will be applicable during the execution of work

Subject	Rule	Reference
Towers, Antennas,	No staff will climb on a tower, an antenna or antenna supporting	Canada Labour Code,
and Antenna-	structure unless the mission has authorized the	Part II, section 2
Supporting Structure	contractor to do so, the contractor has been trained and	
	instructed in safe method of climbing and the contractor has provided	
	a fall-protection system (safety belt).	
Electrical Safety	All electrical equipment used by the Contractor will have	Canada Labour Code,
	grounding.	Part II, section 8
	No temporary electrical connections with loose wire will be	
	permitted. For all electrical connections, proper sockets and plugs	
	will be used and wiring / cabling clamped.	
Protective Headwear	Where there is a hazard of head injury, contractor will wear a safety	Canada Labour Code,
	helmet.	Part II, section 12
Protective Footwear	Where there is a hazard of a foot injury or electrical shock	Canada Labour Code,
	through footwear, workers, will wear appropriate safety boots or	Part II, section 12
	safety shoes. Wearing of Chappals and Sandals will not be permitted.	
Fall Protection	All staff working at heights more than 6.0m on a temporary structure	Canada Labour Code,
	will use a fall-protection system (safety belts).	Part II, section 12
	All staff working at heights more than 2.4m on a permanent	
	unguarded structure will use a fall-protection system (safety	
	belts).	
Ear Protection	Workers will wear Ear Muffs, Ear Plugs when exposed to	Canada Labour Code,
	sound levels over 87 DBA.	Part II, section 12
Tools	Contractors are to ensure that all equipment tools, brought on to the	Canada Labour Code,
	premises will be in a safe condition has recently been checked and	Part II, section 13
	that all personnel using the equipment and tools have been trained in	
	their safe use.	
	Electrical hand tools like drills or sows will be of 220 volts	
	type.	
Accident reporting	All disabling injuries and accidents on site must be reported to	Canada Labour Code,
	the Mission representative within 24 hours.	Part II, section 15
Emergency and	The contractor must inform his staff on the emergency	Canada Labour Code,
Evacuation	measures, evacuation plan, type of alarms, and staff must	Part II, section 17
	comply with emergency and evacuation rules.	



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SECURITY REQUIREMENTS CHECK LIST (SRCL)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / 2. Branch or Directorate / Direction générale or	u Direction
Ministère ou organisme gouvernemental d'origine Global Affairs Canada CHC, Dhaka, Bangladesh	
3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-tr	aitant
4. Brief Description of Work / Brève description du travail	
Replacement of Chillers for the Chancery.	
	1.1.
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	No Yes Non Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?	No Yes Oui
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	
6. Indicate the type of access required / Indiquer le type d'accès requis Subcontractor will require regular access to government premise	es.
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?	No Yes
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	Non Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to	No Yes
TROTECTED and/or CEASSITED information or assets is permitted.	Non L Oui
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	No Yes Non Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir	accès
Canada X NATO / OTAN Foreign / Étranger	7
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion All NATO countries Tous les pays de l'OTAN No release restrictions Aucune restriction relative à la diffusion	
Not releasable À ne pas diffuser	
Restricted to: / Limité à : Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays : Specify country(ies): / Préciser le(s) pays : Specify country(ies): / Préciser le(s)	s) pays :
7. c) Level of information / Niveau d'information	
PROTECTED A NATO UNCLASSIFIED PROTECTED A	1
PROTÉGÉ A NATO NON CLASSIFIÉ PROTÉGÉ A PROTÉGÉ A	<u> </u>
PROTECTED B NATO RESTRICTED PROTECTED B	
PROTÉGÉ B NATO DIFFUSION RESTREINTE PROTÉGÉ B PROTEGE B	井
PROTECTED C NATO CONFIDENTIAL PROTECTED C	
PROTÉGÉ C L PROTÉGÉ C L PROTÉGÉ C L CONFIDENTIAL CONFIDENTIAL	1
CONFIDENTIAL NATO SECRET CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL	
SECRET COSMIC TOP SECRET SECRET	
SECRET COSMIC TOP SECRET SECRET	
TOP SECRET TOP SECRET TOP SECRET	
TRÈS SECRET TRÈS SECRET	
TOP SECRET (SIGINT)	il
TRÈS SECRET (SIGINT) TRÈS SECRET (SIGINT)	

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DART A	antinual/PARTIE A (suita)									
8. Will the Le four If Yes,	continued) / PARTIE A (suite) supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? nisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? indicate the level of sensitivity:	X No Yes Oui								
	affirmative, indiquer le niveau de sensibilité : supplier require access to extremely sensitive INFOSEC information or assets?	No Yes								
Le four	nisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	Non Oui								
Docum	itle(s) of material / Titre(s) abrégé(s) du matériel : ent Number / Numéro du document :									
	PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) sonnel security screening level required / Niveau de contrôle de la sécurité du personnel requis									
	RELIABILITY STATUS CONFIDENTIAL SECRET TOP SECI									
		OP SECRET RÈS SECRET								
	SITE ACCESS ACCÈS AUX EMPLACEMENTS									
	Special comments: Commentaires spéciaux : The Chillers are located on the roof of the Chancery									
	NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être	fourni.								
Du	y unscreened personnel be used for portions of the work? personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	No Yes Non X Oui								
Dar	es, will unscreened personnel be escorted? ns l'affirmative, le personnel en question sera-t-il escorté?	Non X Yes Oui								
	SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR) ATION / ASSETS / RENSEIGNEMENTS / BIENS									
INFORIV	ATION / ASSETS / RENSEIGNEMENTS / BIENS									
pre	I the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or mises?	X No Yes Oui								
	fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou ASSIFIÉS?									
	I the supplier be required to safeguard COMSEC information or assets? fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	No Yes								
PRODU										
I KODO										
	the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment ur at the supplier's site or premises?	No Yes Non Oui								
Les	Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?									
INFORM	ATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)									
		□ No □Voo								
,	the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED rmation or data?	No Yes Non Oui								
Le t	ournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des seignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?									
	there be an electronic link between the supplier's IT systems and the government department or agency?	No Yes								
	Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence Non Oui gouvernementale?									

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTECT OTÉC		CLASSIFIED NATO CLASSIFIÉ												COMSEC		
	Α	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET		
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	Α	В	С	CONFIDENTIEL		TRES SECRET		
nformation / Assets Renseignements / Biens	X																	
roduction																		
Media / upport TI																		
T Link / .ien électronique																		
2. a) Is the description										SIFIÉF?				[]	X No			

Renseignements / Biens									
Production									
IT Media /									
Support TI IT Link /						-			
Lien électronique									
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.									Yes Oui
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?									Yes Oui
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).									





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PART D - AUTHORIZATION / PART						
13. Organization Project Authority / C	chargé de projet de l'or	ganisme			6	
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature		
William Black		Regional	Maintenance Officer	6	Hacks	
Telephone No N° de téléphone 343-203-8377	Facsimile No N° de N/A		E-mail address - Adresse cou william.black@internation		Date February 27, 2019	
14. Organization Security Authority /	Responsable de la séc	urité de l'orgar	nisme			
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature		
Mauliff Bose		RSPI	M	M. I	<u> </u>	
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse coul	rriel	Date	
319-3316		mauliff.bose@internationa	al.gc.ca	25 Feb 2019		
 Are there additional instructions (Des instructions supplémentaires 	, ,	,	,	t-elles jointes	No Yes Oui	
16. Procurement Officer / Agent d'ap	provisionnement					
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature		
Dale Rudderham		Procuren	nent Advisor	S	a (two delia	
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse co	urriel	Date	
343-203-1522			dale.rudderham@internati	onal.gc.ca	2019-02-27	
17. Contracting Security Authority / A	utorité contractante en	matière de sé	curité			
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature		
Telephone No Nº de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cor	 urriel	Date	

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