



A1. DEPARTMENTAL REPRESENTATIVE

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**Lowest Compliant Bid
Request for Proposals (RFP)**

for

Performance of the Work described in
Appendix “A” – Statement of Work of
the draft contract.

A2. TITLE Overhaul York Screw Chillers at High Commission of Canada, New Delhi, INDIA		
A3. SOLICITATION NUMBER 20-163673	A4. PROJECT NUMBER AWF20513	A5. DATE January 16, 2020
A6. RFP DOCUMENTS 1. Request for Proposals (RFP) title page 2. Submission Requirements and Evaluations (Section “I”) 3. Price Proposal (Section “II”) 4. General Instructions (Section “III”) 5. Statement of Work (Appendix “A”) 6. The attached draft Contract 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.		
A7. PROPOSAL DELIVERY In order for the proposal to be valid, it must be received no later than 14:00 hrs on February 25, 2020 (Ottawa, Ontario) referred to herein as the “Closing Date”. Only electronic proposals will be accepted; only attachments will be considered, not links to a website or online storage service. Electronic proposals must be sent only to the following email address: Email: realproperty-contracts@international.gc.ca Solicitation Number: 20-163673 Please note that electronic Proposals must not be copied to any other address or individual. Failure to comply will be grounds for disqualification and the proposal will not be evaluated. Email size cannot exceed 10MB. Electronic proposals must have two (2) separate files (PDF preferred), the first attachment must be labelled “Technical Proposal”. The second attachment must be labelled “Financial Proposal”. Failure to comply will be grounds for disqualification and the proposal will not be evaluated		
A8. PRICE PROPOSAL All the information required in section SR3 must appear on Section “II” - Price Proposal ONLY and be sealed in a separate envelope marked “Price Proposal”. Failure to comply will result in the entire proposal being declared non-compliant and rejected from further consideration.		
A9. ENQUIRIES All enquiries or issues concerning this RFP must be submitted in writing to the Departmental Representative no later than seven (7) calendar days prior to the Closing Date and Time in order to allow sufficient time to provide a response.		
A10. LANGUAGE Proposals shall be submitted in English or French.		
A11. CONTRACT DOCUMENTS The draft contract which the selected Proponent will be expected to execute is included with this RFP. Proponents are advised to review it in detail and identify any problematic clauses to the Departmental Representative in accordance with A9 - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Contract Documents.		
A12. PROPONENT CONFERENCE (IF ANY) n/a		

SECTION "I" – SUBMISSION REQUIREMENTS AND EVALUATIONS**SR1 INTRODUCTION**

- 1.1 This section outlines the information Proponents are required to submit. Should Her Majesty elect to proceed with a contract, the Proponent with the lowest price proposal that complies with all the mandatory requirements will be awarded the Contract.
- 1.2 The evaluation will be based solely on the content of the proposals and any correctly submitted amendments. No assumptions should be made that Her Majesty has any previous knowledge of the Proponents' qualifications other than that supplied in response to this RFP.

SR2 MANDATORY REQUIREMENTS**2.1 Work Plan****2.1.1 Intent:**

To evaluate the Proponent's overall qualifications for delivering the Work and to ensure that all service personnel performing the work hold OEM certifications and are fully licenced to work in India. Adequate response consists of existing material including brochures, corporate profiles, proof of Certification and Licensing, reference letters, etc.

2.1.2 Information to be submitted:

- 2.1.2.1 name of the company, years in business (minimum 5 years) and experience with similar projects;
- 2.1.2.2 a list of all service personnel to be involved in the Project with proof of OEM certifications and licensing;
- 2.1.2.3 three (3) client references

SR3 PRICE PROPOSAL

- 3.1 **All the information required in Section SR3 must appear on Section "II" - Price Proposal ONLY and sealed in a separate envelope marked "Price Proposal".** Failure to comply will result in the Proposal being declared non-compliant and rejected from further consideration. Price Proposals will only be opened after the evaluation of the mandatory requirements is completed. If the Proponent fails to meet any of the mandatory criteria, the Price Proposal envelope will NOT be opened.

3.2 Fixed Price

- 3.2.1 Proponents shall quote an all inclusive Fixed Price (excluding the cost of The Minister's services and equipment\ furniture) on the form attached as Section "II" - Price Proposal. The Fixed Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Proponent's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;
- 3.2.2 Proponents shall estimate the value of the taxes (including VAT as per SR3.3) expected to be payable by Her Majesty as a result of entering into a contract with the Proponent;
- 3.2.3 All payments shall be made according to the terms of payment set out in the attached draft contract;
- 3.2.4 Exchange rate fluctuation protection is not offered; and
- 3.2.5 Price Proposals not meeting the above requirements will not be given any further consideration.

3.3 Taxes & Duties

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- 3.3.1** Proponents are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.
- 3.3.2** Her Majesty will pay the VAT specified in the Price Proposal provided:
- 3.3.2.1** that amount is applicable to the Work provided by the Proponent to Her Majesty under the Contract. Her Majesty will not be responsible for the payment of any VAT payable by the Proponent to any third party (including Subcontractors);
 - 3.3.2.2** Her Majesty is unable to procure an exemption from VAT in respect of the Work;
 - 3.3.2.3** the Proponent agrees to render every reasonable assistance to Her Majesty in obtaining reimbursement of all VAT paid in respect of the Work from the appropriate Government Agency;
 - 3.3.2.4** the VAT is shown separately on all of the Proponent's invoices and progress claims; and
 - 3.3.2.5** the Proponent agrees to remit to the appropriate Government Agency any amounts of VAT legally required to be remitted by the Contractor pursuant to applicable tax laws.
- 3.4 Price Breakdown**
- 3.4.1** Her Majesty reserves the right to request a breakdown of the components of the Price Proposal should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rationale and assumptions used to determine the cost of each component of the Work, may lead to disqualification.

SECTION "II" - PRICE PROPOSAL

Name of Firm: _____

Address: _____

Contact Person: _____

Phone number: (____) ____-____ Fax number: (____) ____-____

Email: _____@_____

Price Proposal (*in accordance with SR3.2 and SR3.3*):

Item	Price
Parts (inclusive of shipping and duties)	
Labour	
Applicable VAT	
Total Price Proposal (including VAT)	

All amounts must be in INR

Signature

Date

Print Name and Capacity

SECTION "III" - GENERAL INSTRUCTIONS

G11 RESPONSIVENESS

- 1.1 For a proposal to be considered valid, it must comply with all the requirements of this RFP identified as mandatory. Mandatory criteria are also expressed by using imperative verbs such as "shall", "must" and "will".

G12 ENQUIRIES - SOLICITATION STAGE

- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Departmental Representative as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in A9 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Proponents, the Departmental Representative will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Departmental Representative named herein. Non-compliance with this condition during the solicitation period will (for that reason alone) result in the disqualification of your proposal.

G13 PROPONENT'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD

- 3.1 Should any Proponent consider that the Specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Proponent is invited to make suggestions, in writing, to the Departmental Representative named herein. The Proponent must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Proponent will be given consideration provided they are received by the Departmental Representative within the timeframe described in A9 to allow sufficient time to provide a response. Her Majesty reserves the right to accept or reject any or all suggestions.

G14 PROPOSAL PREPARATION COST

- 4.1 The costs, including travel incurred by the Proponent in the preparation of its Proposal and/or the negotiation (if applicable) of any resulting contract will be the sole responsibility of the Proponent and will not be reimbursed by Her Majesty.

G15 PROPOSAL DELIVERY

- 5.1 Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the address indicated in A7, on or before the Closing Date and Time specified in A7.
- 5.2 Responsibility for proposal delivery: The Proponent has sole responsibility for the timely receipt of a proposal by Her Majesty and cannot transfer this responsibility to the Government of Canada. Her Majesty will not assume responsibility for proposals that are directed to a location other than the one stipulated in A7.

- 5.3 Late Proposals: The minister will return unopened proposals received after the Closing Date and Time specified in A7.

G16 VALIDITY OF PROPOSAL

- 6.1 Any Proposal must remain open for acceptance for a period of not less than ninety (90) calendar days after the Closing Date.

G17 RIGHTS OF CANADA

- 7.1 Her Majesty reserves the right:
- 7.1.1 during the evaluation, to submit questions to or conduct interviews with Proponents, at Proponents cost, upon forty eight (48) hours notice, to seek clarification or to verify any or all information provided by the Proponent with respect to this RFP;
- 7.1.2 to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by Her different stakeholders;
- 7.1.3 to accept any proposal in whole or in part without prior negotiation;
- 7.1.4 to cancel and/or re-issue this RFP at any time;
- 7.1.5 to award one or more contracts, if applicable;
- 7.1.6 to retain all proposals submitted in response to this RFP;
- 7.1.7 not to accept any deviations from the stated terms and conditions;
- 7.1.8 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful Proposal in any resulting contract; and
- 7.1.9 not to contract at all.

G18 INCAPACITY TO CONTRACT WITH GOVERNMENT

- 8.1 Canada may reject a Proposal where the Contractor, including the Contractor's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
- 8.1.1 Section 121, Frauds upon the Government;
- 8.1.2 Section 124, Selling or Purchasing Office; or
- 8.1.3 Section 418, Selling Defective Stores to Her Majesty.
(Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)
- 8.2 Where Canada intends to reject a Proposal pursuant to a provision of paragraph 8.1, the Departmental Representative will so inform the Proponent and provide the Proponent the (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.

G19 INCURRING OF COST

- 9.1 No costs incurred before receipt of a signed contract or specified written authorization from the Departmental Representative can be charged to any resulting contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Departmental Representative. The Proponent's attention is drawn to

**Section “III”
General Instructions**

the fact that the Departmental Representative is the only authority which can commit Her Majesty to the expenditure of the funds for this requirement.

GI10 PROPONENTS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

10.1 Proponents must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

GI11 PROPERTY OF HER MAJESTY

11.1 All correspondence, documents and information provided to the Minister by any Proponent in connection with this RFP will become the property of Her Majesty and may be released pursuant to the Canadian Federal Access to Information Act and the Privacy Act.

GI12 RIGHTS OF UNSUCCESSFUL PROPONENTS

12.1 Proponents are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. shall, upon opening of the envelope by Canadian officials at the local embassy or in Ottawa, become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Proponents of this tender competition. The keeping of such information by Canada is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Proponents to this tender process, all the documents submitted by competing proponents are available and

not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada assures proponents that it will at no time use those materials for any commercial purposes without the written consent of the authors.

GI13 PRICE SUPPORT

13.1 In the event that the Proponent's Proposal is the sole responsive proposal received, the Proponent must provide, on the Minister's request, one or more of the following price support if applicable:

13.1.1 a current published price list indicating the percentage discount available to the Minister;

13.1.2 copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;

13.1.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;

13.1.4 price or rate certification;

13.1.5 any other supporting documentation as requested by the Minister.

GI14 INTERPRETATION

14.1 In this RFP, “Her Majesty”, “the Minister” or “Canada” means Her Majesty the Queen in right of Canada, as represented by the Minister of Foreign Affairs.