



CANADA'S REPRESENTATIVE

Mathew Star
125 Sussex Drive
Ottawa, Ontario
K1A 0G2
CANADA

E-Mail: internationalproposals@
international.gc.ca

Request for Proposals (RFP)

Performance of the Work described in
the Statement of Work of the draft
contract.

TITLE Janitorial and Commercial Cleaning Services at the Embassy of Canada to Thailand	
SOLICITATION NUMBER 20-159668	DATE February 13, 2020
PROPOSAL DELIVERY In order for the proposal to be valid and accepted, it must be received no later than 14:00 , on March 26, 2020 (as per Ottawa, Ontario) referred as the "Closing Date". Only electronic copies will be accepted and received at the following e-mail address: internationalproposals@international.gc.ca Solicitation Number : 20-159668	
Offer to: Foreign Affairs, Trade and Development Canada We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefor. Name and title of person authorized to sign on behalf of the supplier: _____ _____ Signature _____ Date _____	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION.....4

1.2 SUMMARY4

1.3 CONTRACT DOCUMENTS5

1.4 DEFINITIONS5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 LANGUAGE OF PROPOSAL.....6

2.2 REFERENCE CLAUSES6

2.3 STANDARD INSTRUCTIONS6

2.4 SUBMISSION OF BIDS.....7

2.5 SITE VISIT – MANDATORY8

2.6 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS.....8

2.7 APPLICABLE LAWS.....9

2.8 ENTIRE REQUIREMENT9

2.9 DEBRIEFINGS9

2.10 CHALLENGES9

2.11 NO PROMOTION OF BIDDERS INTEREST9

2.12 LEGAL CAPACITY10

2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT10

PART 3 - BID PREPARATION INSTRUCTIONS..... 11

3.1 PROPOSAL PREPARATION INSTRUCTIONS11

3.2 TECHNICAL PROPOSAL INSTRUCTIONS11

3.3 FINANCIAL PROPOSAL INSTRUCTIONS11

3.4 FIRM PRICE.....11

3.5 CERTIFICATIONS12

3.6 NO SPECIFIC INSURANCE REQUIREMENT12

ATTACHMENT 1 TO PART 3 – CERTIFICATIONS 13

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 16

4.1 EVALUATION AND SELECTION16

4.2 TECHNICAL EVALUATION16

4.3 FINANCIAL EVALUATION.....16

4.4 MANDATORY TECHNICAL CRITERIA.....16

ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA 17

PART 5 - RESULTING CONTRACT CLAUSES 19

5.1 DEFINITIONS19

5.2 PRIORITY OF DOCUMENTS20

5.3 AUTHORITIES AND COMMUNICATION.....20

5.4 STANDARD CLAUSES AND CONDITIONS.....21

5.5 GENERAL CONDITIONS.....21

5.6 ENTIRE AGREEMENT22

5.7 APPLICABLE LAWS.....22

5.8 NUMBER AND GENDER22

5.9 POWERS OF CANADA / STATE IMMUNITY22

5.10 TIME OF THE ESSENCE22



5.11	EXCUSABLE DELAY.....	22
5.12	SEVERABILITY	23
5.13	SUCCESSORS AND ASSIGNS	23
5.14	SURVIVAL.....	23
5.15	PERFORMANCE OF THE WORK.....	23
5.16	CERTIFICATIONS	25
5.17	PAYMENT TERMS.....	26
5.18	SUSPENSION AND INFRACTION.....	27
5.19	INSURANCE TERMS.....	28
5.20	GOVERNANCE AND ETHICS	28
5.21	DISPUTE RESOLUTION.....	29
	ANNEX A – STATEMENT OF WORK	30
	ANNEX B – BASIS OF PAYMENT.....	42
	ANNEX C – SECURITY REQUIREMENTS CHECK LIST (SRCL).....	46



PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into five parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes the Certifications, and Attachment 1 to Part 4 includes the Evaluation criteria.

The Annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), and the Security Requirements Checklist (Annex C).

1.2 SUMMARY

1.2.1 The purpose of this RFP is to select a supplier to enter into a contract with the Embassy of Canada in Bangkok, Thailand, of the Department of Foreign Affairs, Trade and Development (DFATD) to provide cleaning services as described in the Statement of Work (Annex A).

The Work is to be performed from the date of contract award (tentatively set for June 01, 2020) for a period of two (2) years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of three (3) additional one year irrevocable option periods under the same terms and conditions.

1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 5 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2.3 The requirement is subject to the provisions of the:

- a. North American Free Trade Agreement (NAFTA)
- b. Canadian Free Trade Agreement (CFTA)
- c. Canada - Chile Free Trade Agreement (CCFTA)
- d. Canada - Columbia Free Trade Agreement
- e. Canada - Korea Free Trade Agreement
- f. Canada - Honduras Free Trade Agreement
- g. Canada - Panama Free Trade Agreement
- h. Canada - Peru Free Trade Agreement (CPFTA)



1.3 CONTRACT DOCUMENTS

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute are included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

1.4 DEFINITIONS

In this document, unless the context otherwise requires:

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

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

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

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



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF PROPOSAL

Proposal documents and supporting information must be submitted in either English or French.

2.2 REFERENCE CLAUSES

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

This procurement document contains references to specific standard instructions, general conditions and clauses found in the *Standard Acquisition Clauses and Conditions (SACC) Manual* which will apply to this particular requirement. Reference clauses are those clauses and conditions that bidders and suppliers must refer to in the government *SACC Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.

NOTE: It is strongly recommended that bidders visit the above site to better understand these clauses and conditions.

2.3 STANDARD INSTRUCTIONS

2.3.1 The **2003** (2019-03-04) Standard Instructions - *Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>), are incorporated by reference into and form part of the bid solicitation.

2.3.2 Except in the case of "PWGSC's Integrity Database", where referred to, the words "Public Works and Government Services Canada" or "PWGSC" are to be substituted to read "**Foreign Affairs, Trade and Development Canada**" or "**DFATD**"; **all references to facsimile number of "819-997-9776" are deleted**; all references to "**Canada Post epost Connect service**" are deleted; and the words "Contracting Authority" are to be substituted to read "**Canada's Representative**".

2.3.3 Subsection 05 (2018-05-22) Submission of Bids, paragraph 4 is amended as follows:

Delete: sixty (60)

Insert: one hundred and twenty (120)

2.3.4 Subsection 06 (2018-05-22) Late Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

Bids received after the stipulated bid closing date and time will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested,

unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph 0

2.3.5 Subsection 07 (2018-05-22) Delayed Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by Canada, after the proposal (bid) has been received at the location stipulated on page one (1).



2.3.6 Subsection 08 (2018-05-22) Transmission by Facsimile or by epost connect

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by epost Connect service.

2.4 SUBMISSION OF BIDS

2.4.1 In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>).

2.4.2 Proposals must be received by DFATD at the e-mail address identified, by the date and time on page 1 of the solicitation. Proposals must NOT be sent directly to Canada's Representative. Canada will not be responsible for proposals delivered to a different address. Proposals sent directly to Canada's Representative may not be considered.

E-mail Proposal Receiving Unit Address is Solely for Delivery of Bids and Enquiries: The e-mail address indicated on page one (1) of the solicitation is for the purpose of proposal submission and enquiries concerning that solicitation. No other communications are to be forwarded to this address. Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater.

2.4.3 Bidders should follow the specifications format instructions described below, during the preparation of their bid:

- Minimum type face of 10 points.
- All material should be formatted to print on 8.5" x 11" or A4 paper.
- For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:

- The size of attachments exceeds 10 MB;
- The e-mail was rejected or put in quarantine because it contains executable code (including macros);
- The e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, **will not** be accepted. All documents submitted must be attached to the e-mail.

It is strongly recommended that Bidders confirm with Canada's Representative that their complete proposal was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

2.4.4 Canada requires that each proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may



render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2003 (2018-05-22) *Standard Instructions - Goods or Services - Competitive Requirements*.

2.4.5 It is the Bidder's responsibility to:

- a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- b. prepare its proposal in accordance with the instructions contained in the RFP;
- c. submit by closing date and time a complete proposal;
- d. send its bid only to the address specified on page 1 of the bid solicitation;
- e. ensure that the Bidder's name, return address, and the RFP number are clearly visible on the attachment(s) containing the proposal; and,
- f. provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Bidders. All proposals 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), and other applicable law.

2.4.7 Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. 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 proposal.

2.4.8 A proposal cannot be assigned or transferred in whole or in part.

2.5 SITE VISIT – MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. The site visit will be held at The Embassy of Canada, 15th floor, Abdulrahim Place, 990 Rama IV Road, Bangkok, Thailand on February 26, 2020 and will begin at 10:30am, in the Borealis room.

Bidders are requested to confirm their attendance with Canada's Representative no later than two working days before the site visit and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit.

Bidders who do not attend or send a representative will not be given an alternative appointment and their proposal will be rejected as non-compliant. Any clarifications or changes to the RFP resulting from the site visit will be included as an amendment to this RFP.

Please note, any travel and other costs associated with attending a site visit form part of "Bid Costs" as per 2003 (2018-05-22) *Standard Instructions - Goods or Services - Competitive Requirements*, and will not be reimbursed by Canada.

2.6 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

2.6.1 All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than 10 calendar days before the bid closing date. Enquiries and suggestions received after that time may not be answered.



2.6.2 Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.6.3 Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder 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 Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.7 APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.8 ENTIRE REQUIREMENT

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.9 DEBRIEFINGS

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

2.10 CHALLENGES

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at <http://www.citt.gc.ca/>.

2.11 NO PROMOTION OF BIDDERS INTEREST

Bidders will 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.



2.12 LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, 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 Bidders submitting a proposal as a joint venture.

2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code* of Canada, or
- c. section 462.31 (*Laundering proceeds of crime*) or
- d. sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* of Canada, or section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the *Competition Act*, or
- e. section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
- f. section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
- g. section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*, or
- i. any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 PROPOSAL PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their bid in separate PDF files or Microsoft office version 2003 as follows:

Section I: Technical Proposal
Section II: Financial Proposal
Section III: Certifications

Please note: bids may be modified or resubmitted only **before** the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

3.2 TECHNICAL PROPOSAL INSTRUCTIONS

Section I: to be labeled “**Technical Proposal**”

This section should not exceed 60 pages. Material exceeding the 60 page maximum may not be considered. Copies of required Certificates and Licences, and Title pages are not included in the 60 page limit.

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

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

3.3 FINANCIAL PROPOSAL INSTRUCTIONS

Section II: to be labeled “**Financial Proposal**”

Bidders must submit their Financial Proposal in accordance with Annex B – Basis of Payment. Prices must appear in Section II **only** and must not be indicated in any other section of the proposal. Failure to comply will result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal must appear in a separate document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed. **Estimates provided in Annex B are strictly for evaluation purposes and are not a guarantee under the contract.**

3.4 FIRM PRICE

3.4.1 Bidders must quote an all-inclusive Firm Price in Thai Baht (THB) at Annex B – Basis of Payment. The Firm 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 Bidder's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.

3.4.2 All payments will be made according to the terms of payment set out in the Draft Contract.



3.5 CERTIFICATIONS

Section III: to be labeled “Certifications”

Bidders must submit the certifications required under Attachment 1 to Part 3 - Certifications

3.6 NO SPECIFIC INSURANCE REQUIREMENT

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



ATTACHMENT 1 TO PART 3 – CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

Canada's Representative will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Canada's Representative will render the bid non-responsive or constitute a default under the Contract.

A1. CERTIFICATIONS REQUIRED WITH THE BID

Bidders must submit the following duly completed certifications as part of their bid.

A1.1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

A2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, Canada's Representative will inform the Bidder 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 specified will render the bid non-responsive.

A2.1. INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

A2.2. Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.



A2.3. STATUS AND AVAILABILITY OF RESOURCES

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with equal or higher qualifications and experience. The Bidder must advise Canada's Representative of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from Canada's Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

A2.4. EDUCATION AND EXPERIENCE

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

A2.5. FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

DEFINITIONS

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.



"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

WORK FORCE ADJUSTMENT DIRECTIVE

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

CERTIFICATION STATEMENT

By signing and submitting this page, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

Name & Signature of Authorized Individual

Date



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

- 4.1.1** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 4.1.2** An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3** If the Bidder is deemed to be non-responsive / non-compliant *at any time during the below two (2) stages of evaluation, the technical stage or the financial stage*, the bid will be set aside and given no further consideration.

4.2 TECHNICAL EVALUATION

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4.

4.3 FINANCIAL EVALUATION

- 4.3.1** The price of the bid will be evaluated in Thai Baht (THB). Applicable Taxes excluded.

4.4 MANDATORY TECHNICAL CRITERIA

SACC Manual Clause [A0031T](#) (2010-08-16), "Basis of Selection – Mandatory Technical Criteria"

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1.0 Mandatory Technical Criteria

The proposal must meet the following mandatory technical criteria. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Proposals that do not meet the mandatory technical criteria will be considered non-responsive. Each mandatory technical criterion must be treated separately.

Mandatory Technical Criteria					
N°	Mandatory technical criteria	Instructions for proposal preparation	Page where the information in the proposal is located	Satisfied	Not satisfied
M1	<p>Bidder's experience</p> <p>The Bidder must have three (3) years of experience in providing cleaning services within the last five (5) years preceding the closing date of the bid solicitation, similar to those listed in Annex A, Statement of Work.</p> <p>Services of similar size and scope are defined as follows:</p> <p>a) A minimum period of twelve (12) consecutive months in duration; and,</p> <p>b) Delivered in an office space located in an international organization, diplomatic mission or private company.</p>	<p>The following information must be provided for each work experience:</p> <p>a) name of the company, organization or diplomatic mission;</p> <p>b) location (city, country);</p> <p>c) a brief description of the work; and,</p> <p>d) the start and end dates of the work (e.g. month/year).</p> <p>The Bidder must provide references for each work experience. The reference information must include:</p> <p>a) Name of the company;</p> <p>b) Reference name and title;</p> <p>c) E-mail address; and,</p> <p>d) Telephone number.</p> <p>References may be contacted to verify the validity of the information provided by the Bidder.</p>			



Mandatory Technical Criteria					
N°	Mandatory technical criteria	Instructions for proposal preparation	Page where the information in the proposal is located	Satisfied	Not satisfied
M2	<p>Experience of the proposed cleaners</p> <p>The proposed cleaners must:</p> <ul style="list-style-type: none"> a) Have one (1) year experience within the last five (5) years preceding the closing date of the bid solicitation in performing commercial cleaning work that meets the requirements described in the Statement of Work; b) Have experience in the use of commercial cleaning equipment; and, c) Be able to communicate in Thai. 	<p>For each proposed Cleaner, the Bidder must submit a detailed curriculum vitae.</p> <p>The Bidder must provide a reference for each employer where the mandatory one (1) year of experience was gained; including the experience with commercial cleaning equipment. The reference information must include:</p> <ul style="list-style-type: none"> a) Name of the company; b) Reference name and title; c) E-mail address; and, d) Telephone number. <p>References may be contacted to verify the validity of the information provided by the Bidder.</p>			
M3	<p>The location of the office</p> <p>The Bidder must demonstrate that the company has an office located within a 50-kilometre radius of:</p> <p>Embassy of Canada Abdulrahim Place Bangkok, Thailand</p>	<p>The Bidder must provide their office address.</p>			



PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

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

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

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

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

"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;

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

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

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

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

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

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

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



5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- a) Articles of Agreement;
- b) General Conditions 2035 (2018-06-21);
- c) Statement of Work (Annex A);
- d) Basis of Payment (Annex B);
- e) Security Requirements Check List (Annex C);

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.

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Canada's Representative

Canada's Representative for this Contract is: *(inserted at Contract award)*

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

Telephone:

E-mail address:

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. The Contractor must not perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than Canada's Representative.

5.3.2 Project Authority

The Project Authority for this Contract is: *(inserted at Contract award)*

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate: Embassy of Canada, Bangkok, Thailand

Address: 15th Floor, Abdulrahim Place, 900 Rama IV Road, Bangkok, Thailand

Telephone:

E-mail address:

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project 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 contract amendment issued by Canada's Representative.



5.3.3 Communication and Notices

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.

5.3.4 Management of the Contract

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anyone other than Canada's Representative.

5.3.5 Contractor's Representative

The Contractor's Representative is: *(inserted at Contract award)*

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

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

5.3.6 Amendment

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

5.3.7 Assignment

The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

5.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract 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.

5.5 GENERAL CONDITIONS

[2035](#) (2018-06-21), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.



5.6 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.

5.7 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

5.8 NUMBER AND GENDER

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

5.9 POWERS OF CANADA / STATE IMMUNITY

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

5.10 TIME OF THE ESSENCE

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

5.11 EXCUSABLE DELAY

5.11.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Contractor;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Contractor; and,
- occurred without the fault or neglect of the Contractor

will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

5.11.2 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.

5.11.3 However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



5.11.4 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.

5.12 SEVERABILITY

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

5.13 SUCCESSORS AND ASSIGNS

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

5.14 SURVIVAL

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work

The Contractor must perform the Work described in the Statement of Work at Annex A in accordance with the Contract.

5.15.2 Period of the Contract

The period of the Contract is from _____ to _____ inclusive (*inserted at Contract award*)

5.15.3 Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to three additional one-year option periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

5.15.4 Exercise of Option to Extend

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 Days before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.



5.15.5 Independent Contractor

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

5.15.6 Conduct

The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) perform the Work with honesty and integrity;
- (c) except for Government Property, supply everything necessary to perform the Work;
- (d) select and employ a sufficient number of qualified persons;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

5.15.7 Assigned Individuals

If specific individuals are identified in Annex A to perform the Work,

- a. the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;
- b. the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- c. the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

5.15.8 Resources

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the Contractor shall ensure that personnel are removed from property and replaced with personnel suitable to Canada.

5.15.9 Replacements

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section *Assigned Individuals*. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

5.15.10 Compliance with Local Law

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in Bangkok, Thailand.



5.15.11 Inspection and Acceptance

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

5.15.12 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

- 5.15.12.1** At missions abroad, the Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canada-based staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult with Security Operations and Personal Safety Division (ISR) and Corporate Security Division (ISC).
- 5.16.12.2** The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that these requirements are complied with by subcontractors.
- 5.16.12.3** If the **Contractor** breaches Sub-paragraph (1) above, DFATD shall terminate this Contract immediately without notice or any further obligation to the **Contractor**. The **Contractor** shall immediately refund to the Receiver General of Canada via DFATD all unspent funds provided under this Contract

5.15.13 Green Procurement

- 5.15.13.1** The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.
- 5.15.13.2** The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

5.16 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue,



whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.17 PAYMENT TERMS

5.17.1 Basis of Payment

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

5.17.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed _____(THB), (*inserted at Contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.17.3 Method of Payment – Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

5.17.4 Audit

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.



5.17.5 Invoicing Instructions

5.17.5.1 The Contractor must ensure that each invoice it provides to Canada:

- a. is submitted in the Contractor's name;
- b. is submitted each month;
- c. only applies to the Contract;
- d. shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
- e. details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- f. sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
- g. identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

5.17.5.2 By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

5.17.6 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of 2035 (2018-06-21) *General Conditions - Higher Complexity – Services*, to apply for the sole purpose of calculating interest on overdue accounts.

5.17.7 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of 2035 (2018-06-21) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.17.8 Remittance to appropriate tax authority

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

5.18 SUSPENSION AND INFRACTION

5.18.1 Suspension of the Work

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

5.18.2 Infraction

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in the section titled *Governance and Ethics*.



5.19 INSURANCE TERMS

5.19.1 No Specific Insurance Requirement

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

5.20 GOVERNANCE AND ETHICS

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

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

5.20.2 Incapacity to Contract with the Government

The Contractor certifies that no one convicted under any of the provisions under subsection a or b are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian *Financial Administration Act*, R.S.C. 1985, c. F-11, or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian *Competition Act*, R.S.C. 1985, c. C-34, or
- e. section 239 (False or deceptive statements) of the Canadian *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
- f. section 327 (False or deceptive statements) of the Canadian *Excise Tax Act*, (R.S.C., 1985, c. E-15, or
- g. section 3 (Bribing a foreign public official) of the Canadian *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
- i. any provision under the local law having a similar effect to the above-listed provisions.



5.20.3 Anti-Terrorism

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

5.21 DISPUTE RESOLUTION

5.21.1 Discussion and Negotiation

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



ANNEX A – STATEMENT OF WORK

1. Title

Janitorial and Commercial Cleaning Services to the Embassy of Canada in Bangkok, Thailand.

2. Introduction

The Embassy of Canada in Bangkok, Thailand has an ongoing requirement for janitorial and commercial cleaning services.

3. Background

The Embassy of Canada in Bangkok, Thailand is soliciting proposals for janitorial and commercial cleaning services at the following location:

The Embassy of Canada, Abdulrahim Place, 990 Rama IV Road, Bangkok, Thailand.

The cleaning areas consist of:

- Chancery, approximate size of 1,976.59 sq.m
- Annex, approximate size of 117.00 sq.m
- Driver's room, approximate size of 8.79 sq.m
- Storage room, approximate size of 47.95 sq.m
- Handyman Workshop, approximate size of 8.46 sq.m
- Security Pre-screening, approximate size of 33.06 sq.m

4. Scope

This Statement of Work describes the tasks required to satisfy, without interruption, the cleaning services requirements of the Embassy of Canada, referred to as "the Mission."

This includes routine and optional services:

- 2.1 Routine Cleaning Services** are described as the core cleaning services required by the Mission for the duration of this contract including option periods.
- 2.2 Optional Cleaning Services** are the "as-and-when-requested" cleaning services required from time-to-time in response to specific situations, needs, special events, etc.

5. Cleaning Services Specifications

5.1. Routine Cleaning Services

5.1.1. This section of the specification covers the detailed requirements of the Embassy of Canada in terms of the required frequency of the Routine Cleaning Services, and the manner in which such cleaning must be undertaken. The detailed requirements given are intended to provide minimum guidelines for the work that is to be performed and are not intended to be exclusive instructions.

5.1.2. Routine Cleaning Services must be undertaken at the Mission between the hours of 07:00 AM - 04:15 PM, Monday through Thursday and 07:00 AM - 01:00 PM Friday within the



premises and outside the Chancery building. Service must not be provided on Saturdays, Sundays, and Thai statutory holidays whereby the office is closed, unless explicitly requested by the Project Authority.

5.1.3. In addition to the work outlined in the above paragraph, supervised cleaning of the secured areas of the Chancery must take place between 8:00 AM - 9:00 AM, Monday through Friday.

5.1.4. In carrying out cleaning services, the Contractor, with due recognition of the special nature of the Embassy of Canada’s business, must take care and not inconvenience the business activities of Embassy of Canada personnel.

5.2. Optional Cleaning Services (as-and-when-requested)

5.2.1. This section of the specification deals with cleaning tasks that cannot be specified by the Embassy of Canada in advance.

5.2.2. The following list describes the types of tasks that would be required under this "as-and-when-requested" category. The list is not exhaustive:

- cleaning before and after an event held at the Chancery or at the Head of Mission’s residence;
- assisting supervisor to clean/pack/unpack the materiel of the Pack Up Kits and set up rooms for staff at their housing.; and
- general cleaning tasks of an unforeseen nature.

5.3. Cleaning Frequencies

DAILY – Once per day unless specified otherwise	
Area	Tasks
Common area - Includes reception areas, loading area, landing areas, corridors	<ul style="list-style-type: none"> • Vacuum carpet; • Dust and tidy table tops and counters; • Clean glass surfaces, including both sides of the doors, with detergent; • Empty waste paper baskets and remove other wastes; and • Wipe the inside and outside of waste bins/containers.



<p>All washrooms* – (supervise building cleaners, 2 times a day)</p> <p>*The office building provides cleaning services for the washrooms used by the Embassy, therefore the Contractor's personnel must supervise and inspect the washrooms after they have been cleaned to ensure the following tasks have been completed as per quality standard 6.9 Washrooms.</p>	<ul style="list-style-type: none">• Clean floor with industry recognized cleaning products;• Scrub both sides of toilet seats with industry recognized cleaning products;• Wipe wall tiles, clean mirrors, wipe exterior of waste bins, and spot clean;• Clean both sides of doors;• Wash and clean counters, including water taps;• Clean sink with industry recognized cleaning products;• Clean brush and brush holder; and• Restock soap dispensers and toilet paper.
<p>All washrooms</p>	<ul style="list-style-type: none">• Restock paper towels and air freshener.
<p>Offices, Conference room, meeting room, annexes, Offices in secured areas</p>	<ul style="list-style-type: none">• Wipe desks and tables with clean dust cloth;• Empty waste paper basket and remove any other waste;• Replace waste baskets with new plastic bags as necessary; and• Wipe waste bins inside and outside.
<p>Storage/supplies rooms</p>	<ul style="list-style-type: none">• Remove litter from rooms;• Clean the mop before storing; and• Clean and store all other cleaning materials and equipment.
<p>Kitchen</p>	<ul style="list-style-type: none">• Vacuum floor then clean with wet mop;• Wipe tables, chairs and counters clean with water and detergent;• Check grease trap and empty as needed; and• Return clean dishes to the cupboard.



WEEKLY – Once per week unless specified otherwise	
Area	Tasks
Common area - Includes reception areas, loading area, landing areas, corridors	<ul style="list-style-type: none">• Vacuum and mop floor;• Clean surfaces with industry recognized cleaning products to remove marks, smudges, etc.; and,• Water plants.
Offices, Conference room, meeting room, annexes, Offices in secured areas.	<ul style="list-style-type: none">• Dust and clean tables, chairs, guest tables with wet cloth;• Wipe file cabinets, window sill, and shelving;• Dust walls and baseboards, and clean surfaces with industry recognized cleaning product as required;• Vacuum and mop floor twice per week.• Remove marks and smudges; and• Water plants.
Kitchen	<ul style="list-style-type: none">• Decalcify the coffee machine and water boiler;• Remove foreign residue from the floor;• Sweep the entire floor and clean with damp mop;• Clean walls above counter area with cloth and cleaning product;• Remove marks and smudges; and• Clean exterior surface of refrigerator.
Storage/supplies rooms	<ul style="list-style-type: none">• Vacuum or sweep floor, and then clean with wet mop.



MONTHLY – Once per month unless specified otherwise	
Area	Tasks
Storage room in basement	<ul style="list-style-type: none">• Vacuum concrete floor and then clean with wet mop;• Wipe both sides of door; and• Wipe shelves and top of storage cabinet.
Common area - Includes reception areas, loading area, landing areas, corridors	<ul style="list-style-type: none">• Dust picture frames and clocks; and• Dust magazine racks with dry cloth.
Offices, Conference room, meeting room, annexes, Offices in secured areas.	<ul style="list-style-type: none">• Dust and wipe wall hangings and pictures.
Waste Bins/Containers	<ul style="list-style-type: none">• Wash and disinfect garbage cans.
Kitchen	<ul style="list-style-type: none">• Clean inside refrigerator; and• Wash and disinfect all receptacles.



PERIODICALLY – Required frequency specified in each task	
Area	Tasks and Frequency
Computers	<ul style="list-style-type: none"> Wipe surface (including monitors) every three months. Obtain approval from the Project Authority in advance.
Lighting	<ul style="list-style-type: none"> Clean ceiling lamps at least once a year.
Interior Windows	<ul style="list-style-type: none"> Clean glass every three months.
Offices in the Chancery, Conference room, meeting room, annexes, Offices in secured areas	<ul style="list-style-type: none"> Deep cleaning and shampooing of floors and carpet once a year.
Labour support and other duties	<ul style="list-style-type: none"> Man power for loading, unloading during normal business hours; Assist for cleaning of areas required during bi-annual duct cleaning services during normal business hours; Making and serving coffee for guests and washing glasses used thereafter; Returning and bringing any required materiel between chancery and storage located at B1 ; Replenishing the oil for the shredders and vacuuming around machines; and Assisting supervisor to clean/pack/unpack the materiel of the Pack Up Kits and set up rooms for staff at their housing.

AS-AND-WHEN-REQUESTED SERVICES	
Area	Tasks
Secured room	<ul style="list-style-type: none"> Vacuum or sweep and wash floor, clean shelves and wipe items on shelves.
Walls	<ul style="list-style-type: none"> Thorough cleaning to remove all scuff marks, dirt, and smudges in all areas of Chancery, including hallways, offices, kitchen and basement rooms.
Emergency Fire Equipment	<ul style="list-style-type: none"> Dust and clean Fire Equipment.



6. Quality Standards

6.1. General

- 6.1.1.** The Embassy of Canada will not be responsible for damage to the Contractor's supplies, material, or equipment, or to the Contractor's employees' personal belongings brought or left in the Chancery and/or Embassy of Canada grounds.
- 6.1.2.** Any defects which cannot be corrected immediately must be reported verbally as soon as possible to the Project Authority. Any blockages in pantries, kitchens, or washrooms must be reported immediately to the Project Authority.

6.2. Custodial Supply/Storage Room

- 6.2.1.** The Embassy of Canada will provide the Contractor with permanent storage space. These rooms contain space to store equipment and cleaning products. Floors must be clean and free of debris. Mop buckets must be empty and odourless. There must be no household waste, garbage or empty containers in the cleaning rooms. These premises must not be used for eating by the Contractor's staff.

6.3. Floors

- 6.3.1.** Chairs, waste paper baskets, and other office items must not be placed on desks or tables during cleaning operations.
- 6.3.2.** Care must be taken not to allow cleaning solutions to leak under furniture legs, file cabinets or partitions.
- 6.3.3.** When sweeping, there must be no dirt, trash, or other matter left in corners or under furniture, or behind doors. Floors must be free of dust film. There must be no dust left where sweepings were picked up. Furniture and equipment must be returned to their original location after the sweeping operations.
- 6.3.4.** When wet mopping, all mopped areas must be clean and free of surface stains, mop streaks, and loose mop strands. Walls, baseboards, and other surfaces must be free of water marks and splashing.
- 6.3.5.** When vacuum cleaning, carpets and rugs must be free from dust and other dirt. Floor areas under the immediate area of rugs must be free of dirt and dust. Bare floors around rugs must be clean. Dirt must not be left in corners, under furnishings, behind doors, or other items. All furniture and equipment must be returned to their original locations after vacuuming.

6.4. Glass Cleaning

- 6.4.1.** Plate/cover glass, tables, doors, and display unit glass must be clean on both sides and free of water marks. Band, sill, and stool must be clean and free of water or streak marks. Items moved during cleaning operations must be returned to their original locations.

6.5. Light Fixtures

- 6.5.1.** Light fixtures must be free of dust, spider webs and insects. Dirt must not be left on furniture or floors beneath fixtures. Once washed, light fixtures must be clean and free from streaks. Water marks resulting from the cleaning of light fixtures must not appear on furniture or floors.



6.6. Room Cleaning

- 6.6.1.** When dusting, furniture must be free of dirt, finger marks, and stains. Baseboards, radiators, grills, window sills, and other fixtures must be free of dust. Corners and crevices must be free of dust. Papers and files left on furniture must not be disturbed or touched by the cleaning staff.
- 6.6.2.** When wiping mirrors and all other glass and smooth surfaces, they must be clean and free of dust, dirt streaks, finger marks, and spots.
- 6.6.3.** When removing waste, all paper and waste bins must be emptied and surfaces of bins must be wiped clean.

6.7. Garbage Area

- 6.7.1.** Floors must be clean and free of dirt and litter. Recyclable and non-recyclable materials must be stored separately. Empty garbage containers must be clean and free of odours.

6.8. Landings

- 6.8.1.** When sweeping and dusting stair landings and corners, they must be free of dirt, dust streaks, and dirt/litter.

6.9. Washrooms

- 6.9.1.** All sanitary bins must be free of odours, spots, stains, and finger marks.
- 6.9.2.** All supplies dispensers must be filled.
- 6.9.3.** When cleaning fixtures, all surfaces of sinks, counters, and all exposed piping must be free of dust, dirt spots, and stains.
- 6.9.4.** All surfaces of toilet seats, bowls, and urinals must be disinfected.
- 6.9.5.** Water taps must be free of stains, soap build-up, and dust.
- 6.9.6.** Mirrors must be clean and free of streaks and water marks.
- 6.9.7.** Walls and floors must be free of dust, hand, finger or shoe marks, water streaks, mop marks, and stains.

6.10. Rubbish Removal

- 6.10.1.** The Contractor must prevent accumulation of wastes which create hazardous conditions.
- 6.10.2.** The Contractor must not dispose of volatile waste liquids in storm or sanitary drains.
- 6.10.3.** The Contractor must store volatile wastes in covered metal containers and remove from premises daily.
- 6.10.4.** There must be adequate ventilation during use of volatile or noxious substances.
- 6.10.5.** The Contractor must remove grease, dirt, stains, labels, fingerprints and other foreign materials from exposed interior and exterior surfaces of the garbage bins.
- 6.10.6.** The Contractor must remove and dispose all dirt and waste from the Mission Property.
- 6.10.7.** Any garbage considered for recycling must be turned over to the Embassy.

7. Human Resources

7.1. Cleaning Staff



7.1.1. The Contractor must provide three (3) security vetted cleaners to the Chancery. The Contractor must not change the staff without prior approval of the Project Authority. Only security cleared workers must be allowed to work under this Contract. The Contractor must be fully responsible for his / her employees and must ensure that they possess the necessary job knowledge, skills and experience in the fields of their operations.

7.1.2. Cleaning staff must be able to competently communicate in Thai.

7.2. Replacements

7.2.1. The Contractor must maintain a pool of adequately screened staff (at least two) to be used as replacements in the event of sickness, vacation/other leave, additional services, and disciplinary actions.

7.3. Inspection

The Contractor must supervise its personnel and carry out regular inspections of the work in accordance with this Statement of Work. The Project Authority may also carry out routine and random inspections. Any material defect must be immediately considered by the Contractor and corrected within a period of time approved by the Project Authority. The Contractor must maintain a work record that must include a checklist listing the tasks identified in the Statement of Work.

7.4. Uniforms

The Contractor must provide, at its own expense, uniforms, including footwear, to its employees that clearly identify them as cleaners employed by the Contractor. These uniforms must be chosen to reflect Canada's brand image (i.e. clean, neat and in good condition) and must receive the approval of the Project Authority. The Contractor must ensure that its employees are properly dressed and that their passes are clearly visible at all times.

7.5. Health and safety

7.5.1. The Project Authority reserves the right to decide that a device is dangerous, unsuitable or defective and to remove it from service.

7.5.2. The Contractor must provide training to all personnel involved in the performance of the work under this Contract, including the proper handling, use and disposal of cleaning products, including disinfectants.

7.5.3. Proper measures must be taken to see that the equipment of the Mission is protected against dust, physical damage and contamination by maintaining high standards of sanitation practices and personal hygiene and ensuring proper tools and skills are employed for provision of requisite services.

7.5.4. If it is proven that a breakdown/loss of material was because of negligence on part of the Contractor or its staff, as per the terms and conditions of this Contract, the material must be repaired or replaced by the Contractor at its own cost.

7.6. Additional Conditions

7.6.1. The Contractor must ensure that cleaning staff project a positive image. The attitude of the employees and/or representatives of the Contractor, through their politeness and knowledge, is an essential factor in this positive image.



- 7.6.2. The Contractor must abide by the rules and regulations which the Embassy may from time to time make or adopt for the care, protection and administration of the premises and the general welfare and comfort of its employees and visitors.
- 7.6.3. The Contractor alone must be responsible for the conduct, behaviour and discipline to be maintained at workplace and its environment thereof in respect of the personnel engaged or hired by the Contractor. In case of any misconduct which may or may not involve financial loss or burden on the Mission, the Contractor alone must take suitable action against such personnel in consultation with Project Authority but the latter must not be responsible and or liable for any type of disputes arising out of such disciplinary action as and when taken by the Contractor against such defaulting personnel. The Contractor must remove and substitute any worker if the Project Authority so directs.
- 7.6.4. The Contractor must prepare simple to use, yet detailed work schedules for use by the contract cleaning staff. These schedules must list the Embassy's daily and weekly routine and periodic cleaning. These schedules must give the dates for periodic cleaning tasks. These schedules are to be examined and approved by the Project Authority prior to commencement of the contract.

8. Use of Products and Equipment

- 8.1.1. A stock of products must be maintained and replenished regularly. Equipment must be replaced, as required, with no impact on the performance of the work.

9. Equipment, Supplies, and Materials

- 9.1.1. The Embassy of Canada will supply toilet paper, paper towels, hand sanitizer, dish cloths, shredder garbage bags, vacuum cleaner, liquid soap, powder soap, detergents, glass cleaners, metal polish, and disinfectant.
- 9.1.2. All other equipment and supplies to be used for cleaning must be provided by the Contractor. These items include brooms, brushes, mops (wet and of treated yarn or cloth), floor scrubbers, polishers, buffers, carpet-sweepers, carpet-shampooers (for general carpet shampooing), ladders, buckets, mop tank-wringers, sanitary/plastic waste disposal bag, janitorial carts, , rags, and other miscellaneous equipment and supplies not otherwise provided or specified but necessary to perform the required services. All supplies and equipment are to be of a high quality and commercial/industrial grade as approved by the Project Authority.
- 9.1.3. The Contractor must, furnish a complete written statement of the origin, composition and/or manufacturer of any and all materials supplied for the cleaning work and may be required to provide samples of materials from the stock for testing purposes, as per Annex 1 and Annex 2 of Appendix A, of this document.
- 9.1.4. The Contractor must ensure that all equipment used to perform the work is in good working condition. The Project Authority reserves the right to have any equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor is responsible for supplying the replacement equipment. All equipment must be of a commercial type.
- 9.1.5. The Contractor must store and handle all chemicals and cleaning products in a safe and responsible manner.



ANNEX 1 TO APPENDIX A – EQUIPMENT LIST

1. The Contractor must itemize all intended equipment for use on the site for carrying out and executing the intended work. GAC will provide on-site storage space for the Contractor's equipment and materials.

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



ANNEX 2 TO APPENDIX A – MATERIALS & SUPPLIES

1. The minimum standards established for the performance of the following products should be in accordance with a recognized standard for environmentally friendly cleaning products such as the Environmental Choice Program (ECP), Environment Canada’s Eco labelling program or the Green Seal as used in the USA, or other recognized certification.
2. Commercial Cleaning materials, supplies and products used (e.g. disinfectant for fountains, leather cleaner, general cleaner for floors, waxes, sealants, garbage bags, carpet cleaner, toilet paper, hand towels, hand soap, dishwashing liquid, bleach, light bulbs etc.) must be biodegradable, phosphate-free, odourless (or have a non-objectionable odour), contain low volatile organic compounds (VOC) and be proven environmentally friendly, wherever possible. Environmentally friendly is defined as products meeting the Environmental Choice Program (i.e. Eco-Logo) or the Green Seal Program or other recognized certifications.
3. All items must be approved by the Project Authority before use. This list may be modified at any time by the Project Authority.

CATEGORY / ITEM #	ITEM DESCRIPTION	MANUFACTURER NAME	PRODUCT NAME	ENVIRONMENTAL STANDARD / QUALITY (as applicable)
For example: <ul style="list-style-type: none"> • General Purpose Cleaner • Bathroom Cleaner • Glass Cleaner • Degreaser • Floor Cleaner • Floor Finisher • Floor Stripper • Garbage bags • Paper towel • Hand wipes • Bathroom paper • Floor cleaner • Toilet bowl cleaner 				



ANNEX B – BASIS OF PAYMENT

Name of Bidder: _____

Address: _____

Contact Person: _____

Phone number: (_____) _____ - _____

E-mail: _____

Print Name and Capacity: _____

Signature: _____ Date: _____

- a. Bidders **MUST** quote in Thai Baht (THB) firm monthly and hourly rates, as indicated in tables below, that include all costs necessary to perform the work. VAT must be indicated separately, as applicable. Failure to provide pricing for an items will render the bid non-responsive.
- b. The firm monthly and hourly rates submitted are all-inclusive and must include the cost of labour, direct materials and supplies, equipment, fringe benefits, general and administrative expenses, overhead and profit, as applicable.
- c. Travel and Living Expenses will not be paid for any part of this contract including any relocation required to perform the work, as outlines in Annex A.



1.0 Initial Contract Period (Years 1 and 2)

The Contractor shall be paid the following firm all-inclusive monthly rates for work performed in accordance with the Statement of Work at Annex A.

Table 1.1 - Initial Contract Period - Routine Cleaning Services			
Period	A Firm All-Inclusive Monthly Rate (THB)	B Months	C = (A*B) Firm All-Inclusive Annual Rate (THB)
Year 1		12	
Year 2		12	
Total Evaluated Price - Routine Services - Initial Period (Year 1 + Year 2)			(THB)

The Contractor shall be paid the following firm hourly rates for the work performed in accordance with the Statement of Work at Annex A, on an as-and-when-requested basis. The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

Table 1.2 - Initial Contract Period - As-and-when-requested Cleaning Services				
Period	Resource	A Estimated* Level of Effort (hours)	B Firm All-Inclusive Hourly Rate (THB)	C = (A*B) Firm All-Inclusive Annual Rate (THB)
Year 1	Professional Cleaning Staff	6		
Year 2	Professional Cleaning Staff	6		
Total Evaluated Price - As-and-when-requested Cleaning Services (Year 1 + Year 2)				(THB)

*Estimates are provided for evaluation purposed only and are not a guarantee of any services required. Actual usage may vary from these amounts.

2.0 Option Period 1 (Year 3)

This section is only applicable if the option to extend the Contract is exercised by Canada.

The Contractor shall be paid the following firm all-inclusive monthly rates for work performed in accordance with the Statement of Work at Annex A.

Table 2.1 - Option Period 1 - Routine Cleaning Services			
Period	A Firm All-Inclusive Monthly Rate (THB)	B Months	C = (A*B) Firm All-Inclusive Annual Rate (THB)
Option Period 1		12	
Total Evaluated Price - Routine Services - Option Period 1			(THB)

The Contractor shall be paid the following firm hourly rates for the work performed in accordance with the Statement of Work at Annex A, on an as-and-when-requested basis. The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.



Table 2.2 - Option Period 1 - As-and-when-requested Cleaning Services				
Period	Resource	A Estimated* Level of Effort (hours)	B Firm All- Inclusive Hourly Rate (THB)	C = (A*B) Firm All-Inclusive Annual Rate (THB)
Option Period 1	Professional Cleaning Staff	6		
Total Evaluated Price - As-and-when-requested Cleaning Services - Option Period 1				(THB)

*Estimates are provided for evaluation purposed only and are not a guarantee of any services required. Actual usage may vary from these amounts.

3.0 Option Period 2 (Year 4)

This section is only applicable if the option to extend the Contract is exercised by Canada.

The Contractor shall be paid the following firm all-inclusive monthly rates for work performed in accordance with the Statement of Work at Annex A.

Table 3.1 - Option Period 2 - Routine Cleaning Services			
Period	A Firm All-Inclusive Monthly Rate (THB)	B Months	C = (A*B) Firm All-Inclusive Annual Rate (THB)
Option Period 2		12	
Total Evaluated Price - Routine Services - Option Period 2			(THB)

The Contractor shall be paid the following firm hourly rates for the work performed in accordance with the Statement of Work at Annex A, on an as-and-when-requested basis. The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

Table 3.2 - Option Period 2 - As-and-when-requested Cleaning Services				
Period	Resource	A Estimated* Level of Effort (hours)	B Firm All- Inclusive Hourly Rate (THB)	C = (A*B) Firm All-Inclusive Annual Rate (THB)
Option Period 2	Professional Cleaning Staff	6		
Total Evaluated Price - As-and-when-requested Cleaning Services - Option Period 2				(THB)

*Estimates are provided for evaluation purposed only and are not a guarantee of any services required. Actual usage may vary from these amounts.

4.0 Option Period 3 (Year 5)

This section is only applicable if the option to extend the Contract is exercised by Canada.



The Contractor shall be paid the following firm all-inclusive monthly rates for work performed in accordance with the Statement of Work at Annex A.

Table 4.1 - Option Period 3 - Routine Cleaning Services			
Period	A Firm All-Inclusive Monthly Rate (THB)	B Months	C = (A*B) Firm All-Inclusive Annual Rate (THB)
Option Period 3		12	
Total Evaluated Price - Routine Services - Option Period 3			(THB)

The Contractor shall be paid the following firm hourly rates for the work performed in accordance with the Statement of Work at Annex A, on an as-and-when-requested basis. The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

Table 4.2 - Option Period 3 - As-and-when-requested Cleaning Services				
Period	Resource	A Estimated* Level of Effort (hours)	B Firm All- Inclusive Hourly Rate (THB)	C = (A*B) Firm All-Inclusive Annual Rate (THB)
Option Period 3	Professional Cleaning Staff	6		
Total Evaluated Price - As-and-when-requested Cleaning Services - Option Period 3				(THB)

*Estimates are provided for evaluation purposed only and are not a guarantee of any services required. Actual usage may vary from these amounts.

5.0 Total Bid Price

Routine Cleaning Services		
Table 1.1	Total Evaluated Price - Routine Services - Initial Period (Year 1 + Year 2)	
Table 2.1	Total Evaluated Price - Routine Services - Option Period 1	
Table 3.1	Total Evaluated Price - Routine Services - Option Period 2	
Table 4.1	Total Evaluated Price - Routine Services - Option Period 3	
Subtotal 1	Total Evaluated Price - Routine Services = Tables 1.1 + 2.1 + 3.1 + 4.1	(THB)
As-and-when-requested Cleaning Services		
Table 1.2	Total Evaluated Price - As-and-when-requested Cleaning Services (Year 1 + Year 2)	
Table 2.2	Total Evaluated Price - As-and-when-requested Cleaning Services - Option Period 1	
Table 3.2	Total Evaluated Price - As-and-when-requested Cleaning Services - Option Period 2	
Table 4.2	Total Evaluated Price - As-and-when-requested Cleaning Services - Option Period 3	
Subtotal 2	Total Evaluated Price - As-and-when-requested = Tables 1.2 + 2.2 + 3.2 + 4.2	(THB)
Total Evaluated Price of the Bid = Subtotal 1 + Subtotal 2		(THB)



ANNEX C – SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine GAC	2. Branch or Directorate / Direction générale ou Direction BNGKK	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Chancery contracted cleaning staff. Responsible for clean the offices and furniture at Embassy.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? 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)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. 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.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / 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 <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	Restricted to: / Limité à <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	
	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
	Restricted to: / Limité à <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : Protected A

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

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.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉE			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
											A	B	C				CONFIDENTIAL
Information / Assets 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?

No
Non Yes
Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

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?

No
Non 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, classifiez 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).**