



A1. CONTRACT ADVISOR

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Real Property - Projects
Mission Procurement
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**Construction
Request for Proposals (RFP)**

for

Performance of the work as described in
Appendix "A" – Statement of Work of the
Draft Contract.

A2. TITLE Installation of a Variable Refrigerant Flow (VRF) Air-conditioning (AC) system at the Deputy High Commission of Canada to Nigeria in Lagos		
A3. SOLICITATION NUMBER 20-172765-BH	A4. PROJECT NUMBER 21256	A5. DATE July 02, 2020
A6. RFP DOCUMENTS <ol style="list-style-type: none"> 1. Request for Proposals (RFP) title page 2. Submission Requirements and Evaluations (Section "I") 3. Price Proposal Form (Section "II") 4. General Instructions (Section "III") 5. Certifications Precedent To Contract Award (Section "IV") 6. Submission Checklist (Section "V") 7. Draft Contract (Section "VI") <p>In the event of discrepancies, inconsistencies, or ambiguities of the wording of these documents, the document that appears first on the above list will prevail.</p>		
A7. PROPOSAL DELIVERY In order for the proposal to be valid, it must be received no later than 14:00 EDT (Eastern Daylight Time) on July 17, 2020 referred as the "Closing Date". Only electronic copies will be accepted and received at the following email address: realproperty-contracts@international.gc.ca Attention: Brent Hygaard Solicitation #: 20-172765-BH Bidders should ensure that their name and solicitation number are in the email subject/title.		
A8. PRICE PROPOSAL FORM The completed Section "II" – Price Proposal Form and the Bill of Quantities must be in separate files labelled "Price Proposal Form.PDF" and "Bill of Quantities.XLSX", respectively. The information required in section SR6 Price Proposal Form must only appear in its corresponding file, "Price Proposal Form.PDF" or "Bill of Quantities.XLSX". Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.		
A9. OPTIONAL SITE VISIT It is recommended that the Bidder or a representative of the Bidder visit the work site on July 08, 2020 at 09:00 AM WAT (West Africa Time), to become familiar with all of its on-site conditions.		
A10. ENQUIRIES All enquiries or issues concerning this RFP must be submitted in writing to realproperty-contracts@international.gc.ca no later than July 13, 2020 in order to allow sufficient time to provide a response.		
A11. LANGUAGE Proposals must be submitted in English or French only.		
A12. CONTRACT DOCUMENTS The draft contract which the selected Bidder will be expected to execute is included with this RFP. Bidders are advised to review it in detail and identify any unduly onerous clauses to the Contract Advisor in accordance with A10 - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Contract Documents.		



SECTION "I" – SUBMISSION REQUIREMENTS AND EVALUATIONS

SR1. INTRODUCTION

SR1.1. This section outlines the information Bidders are required to submit. To qualify, Bidders must meet the mandatory requirements set out in the RFP. Proposals not meeting the Mandatory Requirements will not be given any further consideration. Submissions meeting the Mandatory Requirements shall be evaluated according to the criteria and point rating set out in SR5 – TECHNICAL PROPOSAL and SR6 – PRICE PROPOSAL FORM. Should Her Majesty elect to proceed with a contract, the Bidder with the lowest evaluated price per point will be awarded the Contract.

SR1.2. The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that Her Majesty has any previous knowledge of the Bidders' qualifications other than that supplied pursuant to this RFP.

SR1.3. Insurance Requirement

The successful Bidder will be required to provide insurance coverage in accordance with article C9 in the Construction Contract within fourteen (14) days after receipt of a notice in writing that the bid was accepted by Her Majesty.

SR1.4. Approval of Alternative Material

SR1.4.1. The bid must be based on using materials specified by trade or manufacturer's names where specified in the tender documentation.

SR1.4.2. Alternatives to materials and equipment specified by trade or manufacturer's names will be considered during the bid period if full descriptive data on proposed alternatives is submitted in writing to the Contract Advisor as specified in A10. Enquiries.

SR1.4.3. The Contract Advisor must approve any alternative material in writing. Approved alternatives will be incorporated in the specification by issuance of addenda to the tender documents.

SR2. SUBMISSION OF PROPOSALS

SR2.1. Proposals must be received by the Department of Foreign Affairs, Trade and Development (DFATD) at the email address identified and by the date and time on page 1 of the solicitation. Canada will not be responsible for proposals delivered to a different email address.

SR2.2. Bidders should ensure that their name, closing date, and solicitation number is clearly referenced in the email message. It is the responsibility of the Bidder to confirm that their submission has been received on time, and to the correct email address.

SR2.3. More than one (1) 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).

SR2.4. Canada requests that Bidders provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.

SR2.5. Bidders should follow the specifications format instructions described below, during the preparation of their bid:

(a) Minimum type face of 10 points.

(b) All material be formatted to print on 8.5" x 11" or A4 paper.



(c) For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

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

SR2.6. 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.

SR2.7. 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.

SR2.8. It is strongly recommended that Bidders confirm with the Contract Advisor 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.

SR2.9. Canada requires that each proposal, at closing date and time or upon request from the Contract Advisor, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of the Contract Advisor 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 G15.1.d Joint Venture.

SR2.10. 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 email address specified on page 1 of the bid solicitation;
- e. ensure that the Bidder's name, and the RFP number are in the subject header of the email 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.

SR2.11. 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.

SR2.12. 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.



SR2.13. A proposal cannot be assigned or transferred in whole or in part.

SR3. PHASED BID COMPLIANCE PROCESS (PBCP)

The Phased Bid Compliance Process applies to this requirement. Canada will use the Phased Bid Compliance Process described below.

SR3.1. Phased Bid Compliance Process

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

The Bidder acknowledges that the reviews in Phase I or II of this PBCP are preliminary and do not preclude a finding in Phase III that the bid is non-responsive, even for mandatory requirements which were subject to review in Phase I or II and notwithstanding that the bid had been found responsive in such earlier phase. Canada may deem a bid to be non-responsive to a mandatory requirement at any phase.

The Bidder also acknowledges that its response to a notice or a compliance assessment report (CAR) (each defined below) in Phase I or II may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the notice or CAR, and may render its bid non-responsive to other mandatory requirements.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).



- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

SR3.2. Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Foreign Affairs, Trade and Development.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.



- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

SR3.3. Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.



- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

SR3.4. Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

SR4. BASIS OF SELECTION - LOWEST PRICE PER POINT

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.
4. The lowest evaluated price per point will be determined by dividing the proposed total price of the initial contract, including options to extend, if applicable, by the total technical score, to establish the lowest evaluated price per point.



THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

Bidder	Quoted Price Excluding Taxes	Total Technical Points	Cost Per Point
Bidder 1	75,000.00	78	961.54 per point
Bidder 2	92,000.00	83	1,108.44 per point
*Bidder 3	81,000.00	88	920.46 per point

***In the above scenario, Bidder #3 would be declared the successful bidder.**

SR5. TECHNICAL PROPOSAL

In their technical offer, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. This section should not exceed twenty double-sided pages. Material exceeding the twenty page maximum will not be considered. Copies of required certificates and licences, and title pages are not included in the twenty page limit.

Proposals will be evaluated against the mandatory criteria listed below. Bidders must meet every mandatory criteria to be further evaluated on the basis of their price proposal. Bids which fail to meet one or more mandatory criteria will be declared non-responsive.

Proposals must identify the qualifications and experience of the Company as well as the proposed resource personnel to carry the tasks by systematically addressing each of the requirements as detailed below.

Each technical criterion should be addressed separately.



SR5.1 Mandatory Technical Criteria

MT1 Associated Organisations

Bidders must be a registered member of at least one (1) of the following associated organisations. Bidders must provide evidence of current membership with the relevant organisation.

CIBSE Chartered Institute of Building Services Engineers;

AHSREA The American Society of Heating, Refrigerating and Air-Conditioning Engineers;

COREN The Council for the Regulation of Engineering in Nigeria;

NSE: Nigerian Society of Engineers – Mechanical division;

NIMechE: Nigerian Institute of Mechanical Engineers;

NISSET: Nigerian Society of Engineering Technicians Engineering Technicians.

NADCA National Air Duct Cleaners Association: ACR 2006_ Assessment Cleaning and Restoration for HVAC Ductwork.

MT2 Construction Projects

Bidders must submit three (3) air conditioner installation projects, each with a construction value of at least CAD \$100,000, completed in the past five (5) years from bid closing date in which the Bidder functioned in the role of the General Contractor for the entire period of the project Should Bidders submit more than three (3) projects, only the first three (3) projects will be evaluated.

Bidders should complete the grids below for each project.



MT2 PROJECT 1	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Project start and end dates (Start date must be after 01 July 2015)	Start date of project (month/year): _____ End date of project (month/year): _____
Project Cost (must be at least CAD \$100,000)	Cost at Bid: _____ Cost at Completion: _____
Description of the project	
Description of Bidders Role in the project	



MT2 PROJECT 2	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Project start and end dates (<i>Start date must be after 01 July 2015</i>)	Start date of project (month/year): _____ End date of project (month/year): _____
Project Cost (<i>must be at least CAD \$100,000</i>)	Cost at Bid: _____ Cost at Completion: _____
Description of the project	
Description of Bidders Role in the project	



MT2 PROJECT 3	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Project start and end dates (<i>Start date must be after 01 July 2015</i>)	Start date of project (month/year): _____ End date of project (month/year): _____
Project Cost (<i>must be at least CAD \$100,000</i>)	Cost at Bid: _____ Cost at Completion: _____
Description of the project	
Description of Bidders Role in the project	



MT3 Experience of Key Personnel

Bidder must demonstrate, through previous projects, that the three (3) proposed key persons (Mechanical Project Manager, Site Manager, and Mechanical Engineer) possess the capabilities, experience, and skills required to deliver the services outlined in the Statement of Work, regardless of their previous association with the business presenting the proposal. A Curriculum Vitae (CV) must be included for each position.

Information to be submitted:

To facilitate evaluation, information on key resources must include:

- a) the area(s) of expertise of individuals being proposed and the role for which they will be responsible;
- b) diplomas and licences;
- c) the individuals' years of relevant experience; and
- d) their responsibilities on projects they have completed.

MT3.1 Mechanical Project Manager

MT3.1.1 Must have a bachelor's degree in mechanical engineering.

MT3.1.2 Must be a licenced engineer, and associated with an engineering organisation such as:
AHSREA;
COREN;
NSE;
NIMechE;
NASET: or
PE: Professional Engineer - Mechanical.

MT3.1.3 Must have at least seven (7) years' experience as a Mechanical Project Manager within the last 15 years prior to bid closing date in the Installation, Commissioning, Servicing, Renovating, or Troubleshooting of Heating, Ventilation, and Air Conditioning (HVAC) Systems or VRF air conditioning systems for commercial office buildings.

MT3.1.4 Must have been the Mechanical Project Manager on least three (3) installation or renovation of HVAC Systems or Mechanical, Electrical, and Plumbing (MEP) Building Services projects with minimum budget of CAD \$100,000 in the past five (5) years.

MT3.2 Site Manager

MT3.2.1 Must have a bachelor's degree in mechanical engineering.

MT3.2.2 Must be a licenced PE - Professional Engineer Mechanical, or have an equivalent associated licence.

MT3.2.3 Must have at least five (5) years' on-site experience managing teams of sub-contractors and/or directly engaged workers within the last 10 years prior to bid closing date in the Installation, Commissioning, Servicing, or Troubleshooting of HVAC or VRF air conditioning systems for commercial office buildings.

MT3.2.4 Must have been the Site Manager on least three (3) installation or renovation of HVAC Systems or MEP Building Services projects with minimum budget of CAD \$100,000 in the past five (5) years.

MT3.3 Mechanical Engineer

MT3.3.1 Must have a bachelor's degree in mechanical engineering.

MT3.3.2 Must have obtained EIT – Engineer in Training or be a licenced PE - Professional Engineer Mechanical.



MT3.3.3 Must have at least five (5) years' on-site experience within the last 10 years prior to bid closing date in the Installation, Commissioning, Servicing, Renovating, or Troubleshooting of (HVAC) Systems or VRF air conditioning systems for commercial office buildings.

MT3.3.4 Must have been the Mechanical Engineer on least three (3) installation or renovation of HVAC Systems or MEP Building Services projects with minimum budget of CAD \$100,000 in the past five (5) years.

Bidders should complete the grids below for each position.



MT3.1 MECHANICAL PROJECT MANAGER	
Name	
Has a Bachelor's degree in mechanical engineering	<input type="checkbox"/> Yes <input type="checkbox"/> No (To be verified in the CV)
Is a licenced engineer	Check the box for each organization is a member of: <input type="checkbox"/> AHSREA <input type="checkbox"/> COREN <input type="checkbox"/> NSE <input type="checkbox"/> NIMechE <input type="checkbox"/> NISET <input type="checkbox"/> PE: Professional Engineer - Mechanical <input type="checkbox"/> Other (Specify the organization)
Has at least seven (7) years' experience as a Mechanical Project Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No Indicate the total number of years of work as a Mechanical Project Manager (To be verified in the CV)
Three (3) Projects worked on as Mechanical Project Manager. Each Project must 1. have a start date after July 2015; 2. be for the installation or renovation of HVAC Systems or MEP Building Services projects; 3. have a cost in excess of CAD \$100,000; and 4. demonstrate areas of expertise related to mechanical project management	1. Start and end date of project (month/year): _____ Cost of the Project: _____ Description of the project and the work performed: 2. Start and end date of project (month/year): _____ Cost of the Project: _____ Description of the project and the work performed: 3. Start and end date of project (month/year): _____ Cost of the Project: _____ Description of the project and the work performed:



MT3.2 SITE MANAGER	
Name	
Has a Bachelor's degree in mechanical engineering	<input type="checkbox"/> Yes <input type="checkbox"/> No (To be verified in the CV)
Is a licenced PE - Professional Engineer Mechanical, or has an equivalent associated licence.	<input type="checkbox"/> Yes <input type="checkbox"/> No (To be verified in the CV)
Has least five (5) years' on-site experience managing teams of sub-contractors and/or directly engaged workers	<input type="checkbox"/> Yes <input type="checkbox"/> No Indicate the total number of years of work as a Site Manager (To be verified in the CV)
<p>Three (3) Projects worked on as Site Manager. Each Project must</p> <ol style="list-style-type: none"> 1. have a start date after July 2015; 2. be for the installation or renovation of HVAC Systems or MEP Building Services projects; 3. have been in accordance with ASHREA standards and guidelines; 4. show direct supervisor of sub-contractor and/or directly engaged workers; and 5. have a cost in excess of CAD \$100,000. 	<ol style="list-style-type: none"> 1. Start and end date of project (month/year): _____ Cost of the Project: _____ Description of the project and the work performed: _____ 2. Start and end date of project (month/year): _____ Cost of the Project: _____ Description of the project and the work performed: _____ 3. Start and end date of project (month/year): _____ Cost of the Project: _____ Description of the project and the work performed: _____



MT3.2 MECHANICAL ENGINEER	
Name	
Has a Bachelor's degree in mechanical engineering	<input type="checkbox"/> Yes <input type="checkbox"/> No (To be verified in the CV)
Has obtained EIT – Engineer in Training or is a licenced PE - Professional Engineer Mechanical.	<input type="checkbox"/> Yes <input type="checkbox"/> No (To be verified in the CV)
Has at least five (5) years' on-site experience	<input type="checkbox"/> Yes <input type="checkbox"/> No Indicate the total number of years of work of on-site experience (To be verified in the CV)
<p>Three (3) Projects worked on as Mechanical Engineer. Each Project must</p> <ol style="list-style-type: none"> 1. have a start date after July 2015; 2. be for the installation or renovation of HVAC Systems or MEP Building Services projects; and 3. have a cost in excess of CAD \$100,000. 	<ol style="list-style-type: none"> 1. Start and end date of project (month/year): _____ Cost of the Project: _____ Description of the project and the work performed: 2. Start and end date of project (month/year): _____ Cost of the Project: _____ Description of the project and the work performed: 3. Start and end date of project (month/year): _____ Cost of the Project: _____ Description of the project and the work performed:



SR4.2. Point-Rated Technical Criteria

The maximum points to be awarded is summarized as follows:

Title	Maximum Points Available	Percentage
PR1 Bidders strategy for delivering the services	30	60%
PR2 Gantt Chart	20	40 %
TOTAL	50	100%
Minimum points required	30	60%



PR1. Bidders strategy for delivering the services (30 of 50 points)

Describe the Bidder’s strategy for delivering the work. The strategy should demonstrate a clear understanding of the Project and the services required in the Statement of Work and should, at a minimum, include the following subjects:

PR1.1 phasing strategy (5 points);

- a. decommissioning
- b. procurement of materials and equipment
- c. construction sequence

PR1.2 cost control methodology (5 points);

PR1.3 schedule control (5 points);

PR1.4 how the team will be effectively managed (5 points);

PR1.5 backup strategies for trades, teams, and materials (5 points); and

PR1.6 how the project will be delivered in Lagos (Lessons learned, local context, permitting, etc.) 5 points

0 points	1 point	3 points	4 points	5 points
<p>Unsatisfactory</p> <p>No details provided.</p> <p>No approach or methodology was proposed.</p> <p>Some major elements were not addressed.</p>	<p>The explanation of how the Bidder will meet this requirement is lacking in specific details and coherence.</p> <p>The approach and methodology has limited structure and coherence; the approach is rarely logical and often disorganized.</p> <p>There are several major deficiencies with the objectives and expected outcomes of this requirement.</p> <p>The Bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.</p>	<p>Acceptable and adequate explanation of how it will meet this requirement.</p> <p>The approach and methodology are structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement.</p> <p>Some minor elements were not addressed clearly.</p> <p>The Bidder demonstrates the minimum acceptable capability to meet most elements.</p>	<p>Clear, easy-to-understand explanation of how it will meet this requirement.</p> <p>The approach and methodology are structured and coherent, and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement.</p> <p>The Bidder demonstrates the capability to adequately meet all elements of the requirement.</p>	<p>Well-detailed, in depth, and specific explanation of how requirement will be met.</p> <p>The approach and methodology are structured, coherent, and all necessary details are provided.</p> <p>No deficiencies exist.</p> <p>The Bidder demonstrates an understanding of the objective and expected outcomes of this requirement.</p> <p>The Bidder demonstrates the capability to fully meet all elements of this requirement.</p>



PR2. Gantt Chart (20 of 50 points):

A **Gantt Chart**, which should propose a two (2) phase project, indicating the following:

- a) A logical sequence of tasks;
- b) Shows all tasks;
- c) Identifies the critical path;
- d) Reflects the local weather conditions;
- e) Lists the local Holidays; and
- f) Identifies any time-saving strategies.

0 - 5 points	6 - 11 points	12 - 14 points	15 - 17 points	18 - 20 points
<p>Unsatisfactory</p> <p>No details provided.</p> <p>No approach or methodology was proposed.</p> <p>Some major elements were not addressed.</p>	<p>The explanation of how the Bidder will meet this requirement is lacking in specific details and coherence.</p> <p>The approach and methodology has limited structure and coherence; the approach is rarely logical and often disorganized.</p> <p>There are several major deficiencies with the objectives and expected outcomes of this requirement.</p> <p>The Bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.</p>	<p>Acceptable and adequate explanation of how it will meet this requirement.</p> <p>The approach and methodology are structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement.</p> <p>Some minor elements were not addressed clearly.</p> <p>The Bidder demonstrates the minimum acceptable capability to meet most elements.</p>	<p>Clear, easy-to-understand explanation of how it will meet this requirement.</p> <p>The approach and methodology are structured and coherent, and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement.</p> <p>The Bidder demonstrates the capability to adequately meet all elements of the requirement.</p>	<p>Well-detailed, in depth, and specific explanation of how requirement will be met.</p> <p>The approach and methodology are structured, coherent, and all necessary details are provided.</p> <p>No deficiencies exist.</p> <p>The Bidder demonstrates an understanding of the objective and expected outcomes of this requirement.</p> <p>The Bidder demonstrates the capability to fully meet all elements of this requirement.</p>



SR6. PRICE PROPOSAL FORM

SR6.1. All the information required in section SR6 should appear on Section “II” - Price Proposal ONLY and submitted in a separate attachment entitled “Price Proposal”. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

SR6.2. Firm Price

SR6.2.1. Bidders must quote an all-inclusive Firm Price in Nigerian Naira (NGN) on the form attached as Section “II” - Price Proposal Form. 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;

SR6.2.2. Bidders must estimate on the Price Proposal Form each tax payable, detailing each item (including VAT) expected to be payable by Her Majesty as a result of entering into a contract with the Bidder;

SR6.2.3. All payments will be made according to the terms of payment set out in the attached draft Contract;

SR6.2.4. Exchange rate fluctuation protection is not offered; and

SR6.2.5. Bidders must submit completed Bill of Quantities. The total amount specified in the Bill of Quantities should match PP2 Firm Price (exclusive of VAT).

SR6.2.6. Price Proposal Forms not meeting above requirements will not be given any further consideration.

SR6.3. Taxes & Duties

SR6.3.1. Bidders are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.

SR6.3.2. Her Majesty will pay the VAT specified in the Price Proposal Form provided:

a. that amount is applicable to the Work provided by the Bidder to Her Majesty under the Contract. Her Majesty will not be responsible for the payment of any VAT payable by the Bidder to any third party (including subcontractors);

b. Her Majesty is unable to procure an exemption from VAT in respect of the Work;

c. the Bidder agrees to render every reasonable assistance to Her Majesty in obtaining reimbursement of all VAT paid (including Canadian G.S.T.) in respect of the Work from the appropriate tax authority;

d. the VAT is shown separately on all of the Bidder’s invoices and progress claims; and

e. the Bidder agrees to remit to the appropriate tax authority any amounts of VAT legally required to be remitted by the Contractor pursuant to applicable tax laws.



SR6.4. Price Breakdown

Her Majesty reserves the right to request a breakdown of the components of the Price Proposal should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rationale and expectation used to determine the cost of each component of the work, may lead to disqualification.



SECTION "II" – PRICE PROPOSAL FORM

PP1. CONTACT INFORMATION

Name of Firm: _____

Address: _____

Contact Person: _____

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

Email: _____@_____

PP2. Firm Price

Total price _____ (exclusive of VAT)

Applicable Taxes and Fees _____

Total Fixed Price including all taxes and fees _____
(this amount will be used to calculate the winning bid)

Signature

Date

Print Name and Capacity

All amounts are in the currency specified in the contract



PP3. LIST OF SUB-CONTRACTORS

COMPANY NAME

CONTACT PERSON

PHONE NUMBER



SECTION "III" - GENERAL INSTRUCTIONS

GI1 Responsiveness

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

GI2 Enquiries - Solicitation Stage

GI2.1. All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in article A10 to allow sufficient time to provide a response. Enquiries received after that time may not be answered prior to the Closing Date.

GI2.2. To ensure consistency and quality of information provided to Bidders, the Contract Advisor will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.

GI2.3. All enquiries and other communications with government officials throughout the solicitation period must be directed ONLY to the Contract Advisor named herein. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of your proposal.

GI3 Bidder's Suggested Improvements during Solicitation Period

Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contract Advisor named herein. 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 provided they are received by the Contract Advisor within the timeframe described in A10 to allow sufficient time to provide a response. Her Majesty reserves the right to accept or reject any or all suggestions.

GI4 Proposal Preparation Cost

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

GI5 Proposal Delivery

GI5.1. Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the email address indicated in A7, on or before the Closing Date and Time specified in A7.

GI5.2. Responsibility for proposal delivery: The Bidder has sole responsibility for the timely receipt of a proposal by Her Majesty and cannot transfer this responsibility to the Government of Canada. Her Majesty will not assume responsibility for proposals that are directed to an email address other than the one stipulated in A7 Canada.

GI5.3. Late Proposals: Proposals received after the Closing Date and Time specified in A7 time will not be opened or viewed.

GI6 Validity of Proposal

Any proposal must remain open for acceptance for a period of not less than 120 calendar days after the Closing Date.



GI7 Rights of Canada

GI7.1. Her Majesty reserves the right:

- a. during the evaluation, to submit questions to or conduct interviews with Bidders, at Bidders cost, upon forty eight (48) hours written notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
- b. to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by Her Majesty's different stakeholders;
- c. to reject any bid based on an assessment of the inadequacy of the total bid price to permit the work to be carried out and, in the case of providing prices per unit (BOQ), whether each price reasonably reflects the cost of performing the work to which that price applies;
- d. to accept any proposal in whole or in part without prior negotiation;
- e. to cancel and/or re-issue this RFP at any time;
- f. to award one or more contracts, if applicable;
- g. to retain all proposals submitted in response to this RFP;
- h. not to accept any deviations from the stated terms and conditions;
- i. to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful proposal in any resulting contract; and
- j. not to contract at all.

GI8 Incapacity to Contract with Government

GI8.1. 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. Section 121, Frauds upon the Government;
- b. Section 124, Selling or Purchasing Office; or
- c. Section 418, Selling Defective Stores to Her Majesty.

(Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

GI8.2. Where Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, the Contract Advisor will so inform the Bidder and provide the Bidder ten calendar days within which to make representations, prior to making a final decision on the proposal rejection.

GI9 Incurring of Cost

No costs incurred before receipt of a signed Contract or specified written authorization from the Departmental Representative can be charged to any resulting Contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting Contract based on verbal or written requests or instructions from any government personnel other than the Departmental Representative. The Bidder's attention is drawn to the fact that the Departmental Representative is the only authority which can commit Her Majesty to the expenditure of the funds for this requirement.



GI10 Property of Her Majesty

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

GI11 Rights of Unsuccessful Bidders

Bidders are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. will become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Bidders of this tender competition. The keeping of such information by Canada is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Bidders to this tender process, all the documents submitted by competing Bidders are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada assures Bidders that it will at no time use those materials for any commercial purposes without the written consent of the authors.

GI12 Price Support

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

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

GI13 Bidders Not to Promote Their Interest in This Project

Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project, except for their response to Her Majesty pursuant to this RFP.

GI14 Acceptance of bids

GI14.1. Bidders must meet and adhere to the architectural and design standards contained in the bid documentation.

GI14.2. Bidders must submit a list of sub-contractors on form PP3 list of sub-contractors they propose to use on the Works. The successful Bidder will not be allowed any subsequent substitution of the submitted list of sub-contractors, unless authorized, in advance in writing by Her Majesty.

GI15 Signatures

GI15.1. The following requirements are to be adhered to when signing the Price Proposal Form:

a. Corporation

The signatures of the authorized signatories must be affixed and their names and titles typed or printed.



b. Partnership

The signatures of the partners must be affixed and their names typed or printed. If not all of the partners sign or if the signatory is not a partner, then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf must accompany the bid.

c. Sole Proprietorship

The signature of the sole proprietor must be affixed and the name typed or printed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document must accompany the bid.

d. Joint Venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a. the name of each member of the joint venture;
- b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- c. the name of the joint venture, if applicable.

If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contract Advisor.

The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contract Advisor may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract. Each of the participating signatories must sign the document in the manner applicable to their particular business arrangement which is more particularly described in G15.1.a to G15.1.c above.

G16 Return of documents

Unsuccessful Bidders must, if requested by the Contract Advisor, return all bid documents (e.g. Working Drawings, Specifications and Bills of Quantities) intact and in good condition within fourteen (14) calendar days of notification. Any copies of the Working Drawings, Specifications and Bill of Quantities are to be returned along with the original bid documents.

G17 Optional Site Visit

G17.1. It is recommended that the Bidder or a representative of the Bidder visit the work site at the Deputy High Commission of Canada to Nigeria in Lagos (4 Anifowoshe St., Victoria Island, Lagos, Nigeria) at the following date and times:

Wednesday, July 08, 2020

Starting at **09:00 am** and lasting until **11:00 am**.

Note that the gate will be closed at 10:00 am and no one will be admitted after that time.



GI17.2. Bidders are requested to communicate with the Contracting Authority no later than **Tuesday, July 07, 2020** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may not send more than three (3) individuals. Attendees must abide by any restrictions put in place by the embassy due to COVID-19.

GI17.3. Bidders will be requested to sign an attendance sheet.

GI17.4. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

GI18 Interpretation

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



SECTION "IV" – CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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.

The Departmental 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 Departmental Representative will render the bid non-responsive or constitute a default under the Contract.

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, the Departmental 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.

CPCA1. STATUS AND AVAILABILITY OF RESOURCES

1. 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 the Departmental Representative and at the time specified in the bid solicitation or agreed to with the Departmental Representative. 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 the Departmental 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.

2. 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 the Departmental 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.

CPCA2. 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.

CPCA3. ACCEPTANCE AND ENTRY INTO CONTRACT

The Bidder certifies that they will undertake, within fourteen (14) calendar days of receipt of notification of acceptance of their bid, to sign a contract contained in the RFP incorporating all the relative elements of this project, for the performance of the Work provided that the Bidder is notified, by Her Majesty, of the acceptance of their bid within 120 days of the tender closing date.

CPCA4. CONSTRUCTION TIME

The Bidder certifies that they will complete the Work within the time stipulated in the specification from the date of notification of acceptance of their bid.



CPCA5. INSURANCE

1. The Bidder certifies that they have a clear understanding of Insurance Conditions identified in Appendix "D", Insurance Conditions of the Draft Contract inclusive of Comprehensive General Liability & Builder's Risk – Direct Damage.
2. The Contractor is responsible for deciding if any additional 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.

CPCA6. MOBILIZATION PAYMENT

The Bidder certifies that they have a clear understanding that a Mobilization Payment (also commonly known as an Advance Payment) will not be provided. As such a Mobilization Payment Security is NOT required.

CPCA7. WARRANTY

The Bidder certifies that they have a clear understanding that they will be supplying a one (1) year warranty on the works done (excluding works done by the previous contractor), starting from the date that the Interim Certificate of Completion will be issued.

CPCA8. SECURE ENVIRONMENT

The Bidder certifies that they have a clear understanding that the work will be done in a secure environment with operations of the High Commission ongoing.

CPCA9. FINANCE CAPACITY

The Bidder certifies that they have the capacity to finance the costs of the required goods, labour, and subcontractors for sequential periods of up to sixty (60) days each.

CPCA10. BILL OF QUANTITIES

The Bidder shall provide a list of all known project related cost in the form of a Bill of Quantities.

CPCA11. NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

CPCA11.1 The Bidder certifies that in the hiring and employment of workers to perform any Work under the Contract, the Bidder will not refuse to employ and will not discriminate in any manner against any person because:

CPCA11.2 of that person's race, national origin, colour, religion, age, sex or marital status;

CPCA11.3 of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person; or

CPCA11.4 a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (CPCA11.1) or (CPCA11.2);

CPCA11.5 If any question arises as to whether the Bidder has failed to comply with the provision described in paragraph (CPCA 11.1), the Minister or any person designated by the Minister will decide the question and his decision will be final for the purposes of the Contract; and

CPCA11.6 Failure to comply with the aforementioned clauses (CPCA11.1) and (CPCA11.2) regarding non-discrimination will constitute a material breach of the Contract.



CPCA12. LABOUR

The Bidder certifies to pay in employing labour, wages that are in conformity with all applicable legislation and norms in force in the place in which the Work is being performed.

CPCA13. DOCUMENTS, DRAWINGS, AND SPECIFICATIONS

The Bidder certifies to have examined all the documents forming the Contract, to have ascertained the full extent and character of operations and to have made allowance in their Firm Price for all costs, expenses, risks, liabilities, and obligations set forth in or implied by the Documents, Drawings, and Specifications. The Firm Price will be deemed to include constructing, completing, and maintaining the Works in accordance with the terms of Contract.

CPCA14. CERTIFICATION OF UNDERSTANDING

The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Departmental Representative so authorizes in writing.

CERTIFICATION STATEMENT

By signing and submitting this page, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

SIGNED, ATTESTED TO AND DELIVERED on the _____ day of _____ on behalf of:

Print the legal name of the Bidder

Signature of authorized signatory

Signature of authorized signatory

Print name(s) & titles of authorized signatory

Print name(s) & titles of authorized signatory

Signature of Witness



SECTION "V" - SUBMISSION CHECKLIST

1. Proposal is submitted as per the stipulations set out in SR2: SUBMISSION OF PROPOSALS and is received at
realproperty-contracts@international.gc.ca
no later than **14:00 EDT on Friday, July 17, 2020** with the Bidders name and solicitation number (20-172765-BH) in the email subject/title.
2. Technical proposal responds to all the mandatory criteria described in SR5: TECHNICAL PROPOSAL and does not exceed twenty (20) double-sided pages.
3. Price proposal and BOQ is submitted on the Section "II" - Price Proposal Form and is included as a separate attachment.
4. Completed and signed Section "IV" – Certifications Precedent To Contract Award.



SECTION "VI" – DRAFT CONTRACT

C. ARTICLES OF AGREEMENT

C1. DEPARTMENTAL REPRESENTATIVE

125 Sussex Drive, Ontario K1A 0G2
Ottawa, Canada
Telephone:
Mobile:
E-mail: @international.gc.ca

DRAFT

Construction Contract

Between

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

and

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

for

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

Table with contract details including Title, Contract Period, Contract Number (7420216), Project Number (21256), Documents list, Amount, Insurance, Security, Holdback, Invoices, and Governing Laws. Includes signature and date lines for Contractor and Minister, and a Corporate Seal area.



Appendix "A" – STATEMENT OF WORK

SOW1. SCOPE OF WORK

The Deputy High Commission of Canada (DHCC) to Nigeria in Lagos requests a mechanical engineering firm to install a Variable Refrigerant Flow (VRF) Air-conditioning (AC) system in the High Commission offices.

Background

The Deputy High Commission of Canada (DHCC) to Nigeria in Lagos is located at:
4 Anifowoshe Street, Victoria Island, Lagos.

The building is occupied as office use on Ground and First floors.

A TRANE Chiller provides chilled water to the internal chilled pipework and fan coil units and to the HVAC ductwork.

Existing conditions

The TRANE chiller requires costly repairs and parts replacement, and is not currently operating. The internal pipework runs in the ceiling voids and there are visible signs of rust and some corrosion to valves and joints.

There have been previous incidents of leaking pipework, which has resulted in sections being repaired. The Government of Canada instructed mechanical consultant engineer firm MFA Partnership to carry out an audit and survey of the system, this further confirmed the status of the existing conditions and provided recommendations and options to replace the system equipment.

Objective

To replace the current system with a new Variable Refrigerant Flow system (VRF) system; requiring decommission of the existing equipment, and replacing the chiller with new VRF Outdoor units and install new VRF Indoor units, plus all associated specified equipment.

In addition, to introduce a Fresh-Air intake system. See design specification for details.

The mechanical consultant engineer MFA partnerships have developed a Design package, providing layout drawings, general specification, material and equipment specification for the VRF AC system and Fresh –Air intake.

The manufacturer of equipment specified in the Design is intended to set a benchmark standard for the quality of equipment and materials to be proposed.

Therefore, it should be noted that equipment by other manufacture such as, DAIKIN, CARRIER, MITSUBISHI shall be considers as equal approved, but must be of reputable industry standard and be capable of having local approved contractor(s) with aftersales support and access to OEM parts only * The complete details of the scope of work are identified in the drawings and specification noted below.

CONTRACTOR GENERAL REQUIREMENTS

The standard of work must be in line with industry standard references where applicable to the scope of works.

Operatives involved in the performance of the works must be qualified in their field of mechanical and electrical expertise and for their individual tasks.

Workmanship must be of a high quality standard in all areas of the installations, and Best Practices shall be applied at all times.

Care must be taken to avoid damage to fixtures, fittings and finishes. Reinstatement will be required as necessary.

Refer to the Design document M374 Installation Best Practices.



SOW2. LIST OF TECHNICAL DRAWINGS AND SPECIFICATIONS

(Note: Specifications are included on the drawings and are identified in the list of drawings)

#.	Document	Title
1.	PDF	AC Units Cooling Capacity Comparison
2.	PDF	M374 HVAC Specifications for Canada DHC Lagos
3.	PDF	M374 HVAC BOQ – 20FEB2019
4.	PDF	M374 MEP Installation Best Practices
5.	PDF	Drawing No. M374M201 _ GROUND FLOOR PLAN - AIR CONDITIONING AND VENTILATION SYSTEM
6.	PDF Drawing No.	M374M202_ FIRST FLOOR PLAN - AIR CONDITIONING AND VENTILATION SYSTEM
7.	PDF Drawing No.	M374M203_ VRF AIR CONDITIONING SYSTEM SCHEMATIC DIAGRAM - LEFT WING
8.	PDF Drawing No.	M374M204_ VRF AIR CONDITIONING SYSTEM SCHEMATIC DIAGRAM - RIGHT WING
9.	PDF Drawing No.	M374M205_ VRF AIR CONDITIONING SYSTEM - EQUIPMENT COMBINATION TABLE
10.	PDF Drawing No.	M374M206_ VRF AIR CONDITIONING SYSTEM EQUIPMENT SCHEDULE - LEFT WING
11.	PDF Drawing No.	M374M207_ VRF AIR CONDITIONING SYSTEM EQUIPMENT SCHEDULE - LEFT WING
12.	PDF Drawing No.	M374M208_ VRF AIR CONDITIONING SYSTEM EQUIPMENT SCHEDULE - RIGHT WING
13.	PDF Drawing No.	M374M209_ VRF AIR CONDITIONING SYSTEM EQUIPMENT SCHEDULE - RIGHT WING
14.	PDF Drawing No.	M374M210_ AIR CONDITIONING SYSTEM CALCULATION SHEET
15.	PDF	M374M211_ FRESH AIR SYSTEM CALCULATION SHEET

SOW.3 ANTICIPATED PROJECT MILESTONES:

- August 2020: Construction Kickoff meeting
- September 2020: Site mobilization
- August 2021: Substantial completion
- November 2021: Handover and Final Certificate of completion

SOW.4 CONSTRAINTS

1. SECURITY REQUIREMENTS & ACCESS

Security requirements are as set out in the RFP document. The DHCC will provide appropriate Supervision and Escort.



2. WORKING HOURS

The general working hours of the DHCC are normal business hours; however, the nature of works phases will require some work to be performed out of hours or weekends – particularly where major intrusive work is required for the decommission and removal of existing equipment, and installation of new equipment.

A Working Task Schedule is to be submitted – following contract award – for review and approval by project manager and DHCC representative.

SOW.5 DELIVERABLES

1. RISK ASSESSMENT

A Full Site Specific and Task Specific Risk Assessment is to be submitted within one (1) calendar week following contract award.

2. METHOD STATEMENT

A full Method Statement is to be submitted within one (1) calendar week following contract award, and in addition shall provide;

- Gantt chart program; Task Activity, Duration Time Line Start to Finish.
- Material data sheets and specification of all equipment. This will be reviewed by the appointed mechanical consultant engineer MFA Partnership for verification and compliance with the Design and BOQ.

3. COMPLETION and HANDOVER

- AS-BUILT Drawings: AutoCAD and PDF;
- Handover O&M File containing;
 - Material Data Sheets;
 - Warranty documentation;
 - Service and Maintenance Schedule as per manufacturers' recommendations; and
 - Training and Operation of equipment for the DHCC facility & Property staff.



Appendix "B" – TERMS OF PAYMENT

TP1 Amount Payable – General

1.1 Subject to any other provisions of this Contract, Her Majesty will pay the Contractor, at the times and in the manner hereinafter set out, the amount by which:

1.1.1 the aggregate of the amounts described in TP2 exceeds; and

1.1.2 the aggregate of the amounts described in TP3;

and the Contractor must accept that amount as payment in full satisfaction for everything furnished and done by him in respect of the Work to which the payment relates.

1.2 Subject to any other provisions in this Contract, "Days" will mean continuous calendar days including weekends and statutory public holidays.

TP2 Amount Payable to the Contractor

2.1 The amounts referred to in TP1.1.1 are the aggregate of:

2.1.1 The contract amount referred to in C8 of the Articles of Agreement; and

2.1.2 The amounts, if any, that are payable to the Contractor pursuant to the General Conditions.

TP3 Amount Payable to Her Majesty

3.1 The amounts referred to in TP1.1.2 are the aggregate of the amounts, if any, that the Contractor is liable to pay Her Majesty pursuant to the Contract.

3.2 When making any payment to the Contractor, the failure of Her Majesty to deduct an amount referred to in TP3.1 from an amount referred to in TP2 will not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.

TP4 Time of Payment

4.1 In these Terms of Payment:

4.1.1 The "payment period" means a period of thirty (30) consecutive days or such other longer period as is agreed between the Contractor and the Departmental Representative;

4.1.2 An amount is "due and payable" when it is due and payable by Her Majesty to the Contractor according to TP4.4, TP4.7 or TP4.10;

4.1.3 An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable;

4.1.4 The "date of payment" means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada and given for payment; and

4.1.5 The "Bank Rate" means the discount rate of interest set by the Bank of Canada in effect at the opening of business on the date of payment.

Progress Payments



- 4.2** The Contractor must, on the expiration of a payment period, deliver to the Departmental Representative in respect of that payment period a written progress claim in a form acceptable to the Departmental Representative that fully describes any part of the Work that has been completed (including its percentage of the total Work), and any material that was delivered to the work site but not incorporated into the Work, during that payment period.
- 4.3** The Departmental Representative will, not later than ten days after receipt by him of a progress claim referred to in TP4.2:
- 4.3.1** Inspect, or cause to have inspected, the part of the Work and the material described in the progress claim; and
- 4.3.2** Determine the value of the part of the Work and the material described in the progress claim that, in the opinion of the Departmental Representative:
- 4.3.2.1** is in accordance with the Contract, and
- 4.3.2.2** was not paid for in any other progress claim relating to the Contract.
- 4.4** Subject to TP1 and TP4.5 Her Majesty will, no later than thirty (30) days after the receipt by the Departmental Representative of a progress claim referred to in TP4.2, pay the Contractor an amount that is equal to the value that is determined under TP4.3.2 less a holdback as stated in C11.
- 4.5** It is a condition precedent to Her Majesty's obligation under TP4.4 that the Contractor has made and delivered to the Departmental Representative a statutory declaration in respect of a progress claim referred to in TP4.2.
- 4.6** A statutory declaration referred to in TP4.5 must contain a deposition by the Contractor that up to the date immediately preceding the Contractor's latest progress claim, all lawful obligations of the Contractor with regard to subcontractors and suppliers of material in respect of the Work under the Contract have been fully discharged.

Interim Certificate of Completion

- 4.7** Subject to TP1 and TP4.8, Her Majesty will, not later than thirty (30) days after the date of issue of an Interim Certificate of Completion referred to in GC44.2, pay to the Contractor an amount that is equal to the amount referred to in TP1, less the aggregate of:
- 4.7.1** An amount that is equal to the Departmental Representative's estimate of the cost to Her Majesty of rectifying defects and deficiencies described in the Interim Certificate of Completion; and
- 4.7.2** an amount that is equal to the total of all payments made by Her Majesty under TP4.4.
- 4.8** It is a condition precedent to Her Majesty's obligation under TP4.7 that the Contractor has made and delivered to the Departmental Representative a statutory declaration described in TP4.9 in respect of an Interim Certificate of Completion referred to in GC44.2.
- 4.9** A statutory declaration referred to in TP4.8 must contain a deposition by the Contractor that up to the date of the Interim Certificate of Completion the Contractor has:
- 4.9.1** Discharged all of the Contractor's lawful obligations to the subcontractors and suppliers of material in respect of the Work under the Contract; and
- 4.9.2** Discharged the Contractor's obligations referred to in GC14.6.

Final Certificate of Completion

- 4.10** Subject to TP1 and TP4.11, Her Majesty will, not later than sixty (60) days after the date of issue of a Final Certificate of Completion referred to in GC44.1, pay the Contractor the amount referred to in TP1 less the sum of all payments that were made pursuant to TP4.4 and TP4.7.



- 4.11 It is a condition precedent to Her Majesty's obligation under TP4.10 that the Contractor has made and delivered a statutory declaration described in TP4.12 to the Departmental Representative.
- 4.12 A statutory declaration referred to in TP4.11 will, in addition to the depositions described in TP4.9, contain a deposition by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the Contract have been discharged and satisfied.

TP5 Progress Report and Payment Thereunder Not Binding on Her Majesty

Neither a progress claim referred to in TP4.3 nor any payment made by Her Majesty pursuant to these Terms of Payment will be construed as an admission by Her Majesty that the Work, material or any part thereof is complete, is satisfactory or is in accordance with the Contract.

TP6 Delay in Making Payment

- 6.1 Notwithstanding GC7 any delay by Her Majesty in making any payment when it is due pursuant to these Terms of Payment will not be a breach of the Contract by Her Majesty.
- 6.2 Her Majesty will be liable to pay to the Contractor simple interest at the average Bank Rate as defined in TP9.2.2 plus three percent (3%) per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. No interest will be payable or paid in respect of payment unless the Contractor so requests after payment has become due
- 6.3 Interest will not be payable or paid unless the amount referred to in TP6.2 has been overdue for more than fifteen (15) days following:
 - 6.3.1 The date the said amount became due and payable; or
 - 6.3.2 The receipt by the Departmental Representative of the statutory declaration referred to in TP4.5, TP4.8 or TP4.11; whichever is the later, and
 - 6.3.3 Interest will not be payable or paid on overdue advance payments if any.

TP7 Right of Set-off

- 7.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the Contract, Her Majesty may set-off any amount payable to Her Majesty by the Contractor under this Contract or under any current contract against any amount payable to the Contractor under this Contract.
- 7.2 For the purposes of TP7.1, "current contract" means a contract between Her Majesty and the Contractor:
 - 7.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or
 - 7.2.2 In respect of which Her Majesty has, since the date on which the Articles of Agreement were made, exercised any right to take the Work that is the subject of the Contract out of the Contractor's hands.

TP8 Payment in Event of Termination

If the Contract is terminated pursuant to GC41, Her Majesty will pay the Contractor any amount that is lawfully due and payable to the Contractor as soon as is practicable under the circumstances.

TP9 Interest on Settled Claims

- 9.1 Her Majesty will pay to the Contractor simple interest on the amount of a settled claim at an average Bank of Canada Rate plus one and a quarter percent (1.25%) from the date the settled claim was outstanding until the day prior to the date of payment.
- 9.2 For the purposes of TP9.1:



- 9.2.1** A claim is deemed to have been settled when an agreement in writing is signed by the Departmental Representative and the Contractor setting out the amount of the claim to be paid by Her Majesty and the items of work for which the said amount is to be paid.
- 9.2.2** An "average Bank Rate" means the discount rate of interest set by the Bank of Canada in effect at the end of each calendar month averaged over the period the settled claim was outstanding.
- 9.2.3** A settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the Contract had it not been disputed.
- 9.2.4** A claim means a disputed amount subject to negotiation between Her Majesty and the Contractor under the Contract.

TP10 Taxes

- 10.1** Canada will pay the output VAT (including GST) payable by Canada on the Contractor's supply of the Work to Canada. The Contractor must separately show the amounts of value-added tax (VAT), including the Canadian Goods and Services Tax (GST), payable by Her Majesty, on all invoices and progress claims for Work performed. The Contractor agrees to remit any GST paid by Canada to the Canada Revenue Agency. The Contractor agrees to remit any applicable amount of VAT payable outside of Canada to the relevant local tax authority.
- 10.2** **The Government of Canada GST registration number is 121491807.**



Appendix "C" - GENERAL CONDITIONS

GC1 INTERPRETATION

1.1 In the Contract:

- 1.1.1 Where reference is made to a part of the Contract by means of numbers receded by letters, the reference must be construed to be a reference to the particular part of the Contract that is identified by that combination of letters and numbers and to any other part of the Contract referred to therein;
- 1.1.2 "Contract" means the Contract Documents referred to in the Articles of Agreement;
- 1.1.3 "Contract security" means any security given by the Contractor to Her Majesty in accordance with the Contract;
- 1.1.4 "Days" means continuous calendar days, including weekends and statutory public holidays;
- 1.1.5 "Departmental Representative" means the officer, employee or person engaged by Her Majesty who is designated pursuant to the Articles of Agreement and includes a person specially authorized by him to perform, on his behalf, any of his functions under the Contract and is so designated in writing to the Contractor;
- 1.1.6 "Former Public Office Holder" means an employee of the executive or senior manager categories who was employed by the Canadian federal public service during the period of one (1) year immediately preceding the date of this Contract;
- 1.1.7 "Material" includes all commodities, articles and things required to be furnished by or for the Contractor under the Contract for incorporation into the Work;
- 1.1.8 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and his successors in the office, and his or their lawful deputy and any of his or their representatives appointed for the purposes of the Contract;
- 1.1.9 "Person" includes, unless the context otherwise requires, a partnership, proprietorship, firm, joint venture, consortium and a corporation;
- 1.1.10 "Plant" includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment and commodities, articles and things other than material, that are necessary for the due performance of the Contract;
- 1.1.11 "Subcontractor" means a person to whom the Contractor has, subject to GC4, subcontracted the whole or any part of the Work;
- 1.1.12 "Superintendent" means the employee of the Contractor who is designated by the Contractor to act pursuant to GC19;
- 1.1.13 "Technical documentation" means designs, reports, photographs, surveys, drawings, plans, specifications, computer software, computer printouts, calculations and other data, information and material, prepared, collected, computed, drawn, or produced for the Work; and
- 1.1.14 "Work" includes, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract.

- 1.2 The headings in the Contract documents, other than in the Plans and Specifications, form no part of the Contract but are inserted for convenience of reference only.
- 1.3 In interpreting the Contract, in the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.
- 1.4 Words importing the singular only also include the plural, and vice versa, where the context requires;
- 1.5 Headings or notes in the Contract will not be deemed to be part thereof, or be taken into consideration in its interpretation;
- 1.6 "Herein," "hereby," "hereof," "hereunder" and similar expressions refer to the Contract as a whole and not to any particular subdivision or part thereof.
- 1.7 In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between:
 - 1.7.1 The Plans and Specifications, the Specifications govern;
 - 1.7.2 The Plans, the Plans drawn with the largest scale govern; and
 - 1.7.3 Figured dimensions and scaled dimensions, the figured dimensions govern.

GC2 SUCCESSORS AND ASSIGNS

The Contract will inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.



GC3 ASSIGNMENT OF CONTRACT

The Contract may not be assigned by the Contractor, either in whole or in part, without the written consent of the Minister.

GC4 SUBCONTRACTING BY CONTRACTOR

- 4.1 Subject to this General Condition, the Contractor may subcontract any part of the Work.
- 4.2 The Contractor must notify the Departmental Representative in writing of his intention to subcontract.
- 4.3 A notification referred to in GC4.2 must identify the part of the Work, and the subcontractor with whom it is intended to subcontract.
- 4.4 The Departmental Representative may object to the intended subcontracting by notifying the Contractor in writing within six (6) days of receipt by the Departmental Representative of a notification referred to in GC4.2.
- 4.5 If the Departmental Representative objects to a subcontracting pursuant to GC4.4, the Contractor must not enter into the intended subcontract.
- 4.6 The Contractor must not, without the written consent of the Departmental Representative, change a subcontractor who has been engaged by him in accordance with this General Condition.
- 4.7 Every subcontract entered into by the Contractor must adopt all of the terms and conditions of this Contract that are of general application.
- 4.8 Neither a subcontracting nor the Departmental Representative's consent to a subcontracting by the Contractor will be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon Her Majesty.

GC5 AMENDMENTS

No amendment or change in any of the provisions of the Contract will have any force or effect until it is reduced to writing and signed by both parties.

GC6 NO IMPLIED OBLIGATIONS

- 6.1 No implied terms or obligations of any kind by or on behalf of Her Majesty will arise from anything in the Contract and the express covenants and agreements therein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty are to be founded.
- 6.2 The Contract supersedes all communications, negotiations and agreements, either written or oral, relating to the Work that were made prior to the date of the Contract.

GC7 TIME OF THE ESSENCE

Time is of the essence of the Contract.

GC8 INDEMNIFICATION BY CONTRACTOR

- 8.1 The Contractor must indemnify and save Her Majesty harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, his servants, agents, subcontractors and sub-subcontractors in performing the Work including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.
- 8.2 For the purposes of GC8.1, "activities" includes any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC9 INDEMNIFICATION BY HER MAJESTY

- 9.1 Her Majesty will, subject to the Crown Liability Act, the Patent Act, and any other law that affects Her Majesty's rights, powers, privileges or obligations, indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of his activities under the Contract that are directly attributable to:
- 9.2 Lack of or a defect in Her Majesty's title to the work site whether real or alleged; or
- 9.3 An infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act for the purposes of the Contract employing a model, plan or design or any other thing related to the Work that was supplied by Her Majesty to the Contractor.



GC10 MEMBERS OF HOUSE OF COMMONS NOT TO BENEFIT

As required by the Parliament of Canada Act, it is an express condition of the Contract that no member of the Canadian House of Commons will be admitted to any share or part of the Contract or to any benefit arising therefrom.

GC11 NOTICES

- 11.1 Any notice, consent, order, decision, direction or other communication, other than a notice referred to in GC11.4, that may be given to the Contractor pursuant to the Contract may be given in any manner.
- 11.2 Any notice, consent, order, decision, direction or other communication required to be given in writing, to any party pursuant to the Contract will, subject to GC11.4, be deemed to have been effectively given:
 - 11.2.1 to the Contractor, if delivered personally to the Contractor or the Contractor's superintendent, or forwarded by mail, email or facsimile to the Contractor at the address set out in the Articles of Agreement; or
 - 11.2.2 to Her Majesty, if delivered personally to the Departmental Representative, or forwarded by mail, email or facsimile to the Departmental Representative at the address set out in C1.
- 11.3 Any such notice, consent, order, decision, direction or other communication given in accordance with GC11.2 will be deemed to have been received by either party:
 - 11.3.1 If delivered personally, on the day that it was delivered;
 - 11.3.2 If forwarded by mail, on the earlier of the day it was received and the sixth (6th) day after it was mailed; and
 - 11.3.3 If forwarded by email or facsimile, twenty-four (24) hours after it was transmitted.
- 11.4 A notice given under GC38.1.1, GC40 and GC41, if delivered personally, will be delivered to the Contractor if the Contractor is doing business as a sole proprietor or, if the Contractor is a partnership or corporation, to an officer thereof.

GC12 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY HER MAJESTY

- 12.1 Subject to GC12.2, the Contractor is liable to Her Majesty for any loss of or damage to material, plant or real property that is supplied or placed in the care, custody and control of the Contractor by Her Majesty for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
- 12.2 The Contractor is not liable to Her Majesty for any loss or damage to material, plant or real property referred to in GC12.1 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 12.3 The Contractor must not use any material, plant or real property referred to in GC12.1 except for the purpose of performing this Contract.
- 12.4 If the Contractor fails to make good any loss or damage for which he is liable under GC12.1 within a reasonable time after being required to do so by the Departmental Representative, the Departmental Representative may cause the loss or damage to be made good at the Contractor's expense, and the Contractor must thereupon be liable to Her Majesty for the cost thereof and must, on demand, pay to Her Majesty an amount equal to that cost.
- 12.5 The Contractor must keep such records of all material, plant and real property referred to in GC12.1 as the Departmental Representative from time to time requires and must satisfy the Departmental Representative, when requested, that such material, plant and real property are at the place and in the condition in which they ought to be.

GC13 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF HER MAJESTY

- 13.1 Subject to GC14.7 all material and plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Contract will become the property of Her Majesty for the purposes of the Work and they will continue to be the property of Her Majesty:
 - 13.1.1 In the case of material, until the Departmental Representative indicates that he is satisfied that it will not be required for the Work; and
 - 13.1.2 In the case of plant, real property, licenses, powers and privileges, until the Departmental Representative indicates that he is satisfied that the interest vested in Her Majesty therein is no longer required for the purposes of the Work.
- 13.2 Material or plant that is the property of Her Majesty by virtue of GC13.1 must not be taken away from the work site or used or disposed of except for the purposes of the Work without the written consent of the Departmental Representative.



- 13.3 Her Majesty is not liable for loss of or damage from any cause to the material or plant referred to in GC13.1 and the Contractor is liable for such loss or damage notwithstanding that the material or plant is the property of Her Majesty.

GC14 PERMITS AND TAXES PAYABLE

- 14.1 The Contractor must, within fifteen (15) days after the date of the Contract, tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the Work were being performed for a person other than Her Majesty.
- 14.2 The Contractor is responsible for obtaining and pay for all necessary permits for all the Work to be undertaken under the Contract. He must give all notices and comply with all laws, rules and regulations bearing on the conduct of the Work as drawn and specified.
- 14.3 Within ten days of making a tender pursuant to GC14.1, the Contractor must notify the Departmental Representative of his action and of the amount tendered and whether or not the municipal authority has accepted that amount.
- 14.4 If the municipal authority does not accept the amount tendered pursuant to GC14.1 the Contractor must pay that amount to Her Majesty within six (6) days after the time stipulated in GC14.2.
- 14.5 For the purposes of GC14.1 to GC14.3 "municipal authority" means any authority that would have jurisdiction respecting permission to perform the Work if the owner were not Her Majesty.
- 14.6 The Contractor must pay any and all applicable taxes arising from or relating to the performance of the Work.
- 14.7 To the extent the Canadian Excise Tax Act, R.S.C., 1985, c. E-15, applies, the Contractor must register with the Canada Revenue Agency. To the extent the Contractor must remit taxes, including VAT, to another tax authority outside of Canada, the Contractor must register with that other tax authorities. The purpose of registration is to enable the Contractor to collect VAT on behalf of the tax authorities, and to obtain the applicable input VAT credits and reimbursements.
- 14.8 The Contractor must secure the most favourable tax treatment for its supplies. Whenever the supplier obtains a tax or duty exemption, the Contractor must deduct from its Fixed Price any amount of tax or duty that entered into the Fixed Price calculation, but that the Contractor will not be obliged pay.
- 14.9 In performing the Work, the Contractor must abide by all of the laws in force in the local jurisdiction. Should the Contractor fail to pay any dues or taxes payable under those laws, the Minister, after giving the Contractor prior written notice of his intention so to do, will have the right to pay directly any such dues or taxes claimed on the Contractor's behalf, and deduct same from any payment due to the Contractor.
- 14.10 For the purpose of the payment of any and all applicable taxes and duties, or for the furnishing of security for the payment of any and all applicable taxes and duties arising from or related to the performance of the Work, the Contractor will, notwithstanding that all goods and real property or immovables have become the property of Her Majesty, be liable to Canada and to the tax authorities for the payment, or for the furnishing of security for the payment of, any and all applicable taxes and duties payable, as required by law.

GC15 PERFORMANCE OF WORK UNDER DIRECTION OF DEPARTMENTAL REPRESENTATIVE

- 15.1 The Contractor must:
- 15.1.1 Permit the Departmental Representative to have access to the Work and its site at all times during the performance of the Contract;
- 15.1.2 Furnish the Departmental Representative with such information respecting the performance of the Contract as he may require; and
- 15.1.3 Give the Departmental Representative every possible assistance to enable the Departmental Representative to carry out his duty to see that the Work is performed in accordance with the Contract and to carry out any other duties and exercise any powers specially imposed or conferred on the Departmental Representative under the Contract.

GC16 COOPERATION WITH OTHER CONTRACTORS

- 16.1 Where, in the opinion of the Departmental Representative, it is necessary that other contractors or workers with or without plant and material, be sent onto the Work or its site, the Contractor must, to the satisfaction of the Departmental Representative, allow them access and cooperate with them in the carrying out of their duties and obligation.
- 16.2 If:



- 16.2.1 the sending onto the Work or its site of other contractors or workers pursuant to GC16.1 could not have been reasonably foreseen or anticipated by the Contractor when entering into the Contract;
 - 16.2.2 the Contractor incurs, in the opinion of the Departmental Representative, extra expense in complying with GC16.1; and
 - 16.2.3 the Contractor has given the Departmental Representative written notice of his claim for the extra expense referred to in GC16.2.2 within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site;
- 16.3 Her Majesty will pay the Contractor the cost, calculated in accordance with GC48 to GC50, of the extra labour, plant and material that was necessarily incurred.

GC17 EXAMINATION OF WORK

- 17.1 If, at any time after the commencement of the Work but prior to the expiry of the warranty or guarantee period, the Departmental Representative has reason to believe that the Work or any part thereof has not been performed in accordance with the Contract, the Departmental Representative may have that Work examined by an expert of his choice.
- 17.2 If, as a result of an examination of the Work referred to in GC17.1, it is established that the Work was not performed in accordance with the Contract, then, in addition to and without limiting or otherwise affecting any of Her Majesty's rights and remedies under the Contract either at law or in equity, the Contractor must pay Her Majesty, on demand, all reasonable costs and expenses that were incurred by Her Majesty in having that examination performed.

GC18 CLEARING OF SITE

- 18.1 The Contractor must maintain the Work and its site in a tidy condition and free from the accumulation of waste material and debris, in accordance with any directions of the Departmental Representative.
- 18.2 Before the issue of an Interim Certificate of Completion referred to in GC44.2, the Contractor must remove all the plant and material not required for the performance of the remaining Work, and all waste material and other debris, and must cause the Work and its site to be clean and suitable for occupancy by Her Majesty's servants, unless otherwise stipulated in the Contract.
- 18.3 Before the issue of a Final Certificate of Completion referred to in GC44.1, the Contractor must remove from the Work and its site all of the surplus plant and material and any waste material and other debris.
- 18.4 The Contractor's obligations described in GC18.1 to GC18.3 do not extend to waste material and other debris caused by Her Majesty's servants or contractors and workers referred to in GC16.1

GC19 CONTRACTOR'S SUPERINTENDENT

- 19.1 The Contractor must, forthwith upon the award of the Contract, designate a superintendent.
- 19.2 The Contractor must forthwith notify the Departmental Representative of the name, address and telephone number of a superintendent designated pursuant to GC19.1.
- 19.3 A superintendent designated pursuant to GC19.1 must be in full charge of the operations of the Contractor in the performance of the Work and is authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the Contractor that may be given to the superintendent under the Contract.
- 19.4 The Contractor must, until the Work has been completed, keep a competent superintendent at the work site during working hours.
- 19.5 The Contractor must, upon the request of the Departmental Representative, remove any superintendent who, in the opinion of the Departmental Representative, is incompetent or has been conducting himself improperly and must forthwith designate another superintendent who is acceptable to the Departmental Representative.
- 19.6 Subject to GC19.5, the Contractor must not substitute a superintendent without the written consent of the Departmental Representative.
- 19.7 A breach by the Contractor of GC19.6 entitles the Departmental Representative to refuse to issue any certificate referred to in GC44 until the superintendent has returned to the work site or another superintendent who is acceptable to the Departmental Representative has been substituted.

GC20 NATIONAL SECURITY

- 20.1 If the Minister is of the opinion that the Work is of a class or kind that involves the national security of Canada, he may order the Contractor:



- 20.1.1 To provide him with any information concerning persons employed or to be employed by him for purposes of the Contract; and
- 20.1.2 To remove any person from the Work and its site if, in the opinion of the Minister, that person may be a risk to the national security.
- 20.2 The Contractor must, in all contracts with persons who are to be employed in the performance of the Contract, make provision for his performance of any obligation that may be imposed upon him under GC19 to GC21.
- 20.3 The Contractor must comply with an order of the Minister under GC20.1.

GC21 UNSUITABLE WORKERS

The Contractor must, upon the request of the Departmental Representative, remove any person employed by him for purposes of the Contract who, in the opinion of the Departmental Representative, is incompetent or has conducted himself improperly, and the Contractor must not permit a person who has been removed to return to the work site.

GC22 INCREASED OR DECREASED COSTS

- 22.1 The amount set out in the Articles of Agreement will not be increased or decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, plant or material or any wage adjustment.
- 22.2 Notwithstanding GC22.1 and GC35, an amount set out in the Articles of Agreement will be adjusted in the manner provided in GC22.3, if any change occurs in a tax imposed under any sales tax legislation applicable under the governing law of this Contract relative to the purchase of tangible personal property to be incorporated into Real Property:
 - 22.2.1 Occurs after the date of the submission by the Contractor of his tender for the Contract;
 - 22.2.2 Applies to material; and
 - 22.2.3 Affects the cost to the Contractor of that material.
- 22.3 If a change referred to in GC22.2 occurs, the appropriate amount set out in the Articles of Agreement will be increased or decreased by an amount equal to the amount that is established by an examination of the relevant records of the Contractor referred to in GC51 to be the increase or decrease in the cost incurred that is directly attributable to that change.
- 22.4 For the purpose of GC22.2, where a tax is changed after the date of submission of the tender but public notice of the change has been given by the appropriate local tax authorities before that date, the change will be deemed to have occurred before the date of submission of the tender.

GC23 LABOUR AND MATERIAL

- 23.1 The Contractor must at all time enforce strict discipline and good order amongst his employees, professional consultants and subcontractors and must not employ on the Work any unfit person nor anyone unskilled in the Work assigned to him.
- 23.2 The Contractor warrants that all materials and workmanship to be supplied by him will be of a quality consistent with the specifications of the Contract.

GC24 PROTECTION OF WORK AND DOCUMENTS

- 24.1 The Contractor must guard or otherwise protect the Work and its site, and protect the Contract, specifications, plans, drawings, information, material, plant and real property, whether or not they are supplied by Her Majesty to the Contractor, against loss or damage from any cause, and he must not use, issue, disclose or dispose of them without the written consent of the Minister, except as may be essential for the performance of the Work.
- 24.2 If any document or information given or disclosed to the Contractor is assigned a security rating by the person who gave or disclosed it, the Contractor must take all measures directed by the Departmental Representative to be taken to ensure the maintenance of the degree of security that is ascribed to that rating.
- 24.3 The Contractor must provide all facilities necessary for the purpose of maintaining security, and must assist any person authorized by the Minister to inspect or to take security measures in respect of the Work and its site.
- 24.4 The Departmental Representative may direct the Contractor to do such things and to perform such additional Work as the Departmental Representative considers reasonable and necessary to ensure compliance with or to remedy a breach of GC24.1 to GC24.3.



GC25 PUBLIC CEREMONIES AND SIGNS

- 25.1 The Contractor must not permit any public ceremony in connection with the Work without the prior written consent of the Departmental Representative.
- 25.2 The Contractor must not erect or permit the erection of any sign or advertising on the Work or its site without the prior written consent of the Departmental Representative.

GC26 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE, AND OTHER HAZARDS

- 26.1 The Contractor must, at his own expense, do whatever is necessary to ensure that:
 - 26.1.1 No person, property, right, easement or privilege is injured, damaged or infringed by reasons of the Contractor's activities in performing the Contract;
 - 26.1.2 Pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or plant;
 - 26.1.3 Fire hazards in or about the Work or its site are eliminated and, subject to any direction that may be given by the Departmental Representative, any fire is promptly extinguished;
 - 26.1.4 The health and safety of all persons employed in the performance of the Work are not endangered by the method or means of its performance;
 - 26.1.5 Adequate medical services are available to all persons employed on the Work or its site at all times during the performance of the Work;
 - 26.1.6 Adequate sanitation measures are taken in respect of the Work and its site; and
 - 26.1.7 All stakes, buoys and marks placed on the Work or its site by or under the authority of the Departmental Representative are protected and are not removed, defaced, altered or destroyed.
- 26.2 The Departmental Representative may direct the Contractor to do such things and to perform such additional Work as the Departmental Representative considers reasonable and necessary to ensure compliance with or to remedy a breach of GC26.1.
- 26.3 The Contractor must, at his own expense, comply with a direction of the Departmental Representative made under GC26.2.

GC27 INSURANCE

- 27.1 The Contractor must, at his own expense, obtain and maintain insurance contracts in respect of the Work and must provide evidence thereof to the Departmental Representative in accordance with the requirements of Appendix "D", Insurance Conditions of the Draft Contract
- 27.2 The insurance Contracts referred to in GC27.1 must:
 - 27.2.1 be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in Appendix "D", Insurance Conditions of the Draft Contract, and
 - 27.2.2 provide for the payment of claims under such insurance Contracts in accordance with GC28.

GC28 INSURANCE PROCEEDS

- 28.1 In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance Contract maintained by the Contractor pursuant to GC27, the proceeds of the claim must be paid directly to Her Majesty, and:
 - 28.1.1 the monies so paid will be held by Her Majesty for the purposes of the Contract; or
 - 28.1.2 Her Majesty elects, will be retained by Her Majesty, in which event they vest in Her Majesty absolutely.
- 28.2 In the case of a claim payable under a General Liability Insurance Contract maintained by the Contractor pursuant to GC27, the proceeds of the claim must be paid by the insurer directly to the claimant.
- 28.3 If an election is made pursuant to GC28.1, the Minister may cause an audit to be made of the accounts of the Contractor and of Her Majesty in respect of the part of the Work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between:
 - 28.3.1 the aggregate of the amount of the loss or damage suffered or sustained by Her Majesty, including any costs incurred in respect of the clearing and cleaning of the Work and its site and any other amount that is payable by the Contractor to Her Majesty under the Contract, minus any monies retained pursuant to GC28.1.2; and
 - 28.3.2 The aggregate of the amounts payable by Her Majesty to the Contractor pursuant to the Contract up to the date of the loss or damage.
- 28.4 A difference that is established pursuant to GC28.3 must be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.



- 28.5 When payment of a deficiency has been made pursuant to GC28.4, all rights and obligations of Her Majesty and the Contractor under the Contract will, with respect only to the part of the Work that was the subject of the audit referred to in GC28.3, be deemed to have been expended and discharged.
- 28.6 If an election is not made pursuant to GC28.1.2 the Contractor must, subject to GC28.7, clear and clean the Work and its site and restore and replace the part of the Work that was lost, damaged or destroyed at his own expense as if that part of the Work had not yet been performed.
- 28.7 When the Contractor clears and cleans the Work and its site and restores and replaces the Work referred to in GC28.6, Her Majesty will pay him out of the monies referred to in GC28.1 so far as they will there unto extend.
- 28.8 Subject to GC28.7, payment by Her Majesty pursuant to GC28.7 will be made in accordance with the Contract but the amount of each payment will be one hundred percent (100%) of the amount claimed notwithstanding TP4.4.

GC29 CONTRACT SECURITY

NOT APPLICABLE

GC30 CHANGES IN THE WORK

- 30.1 Subject to GC5, the Departmental Representative may, at any time before he issues the Final Certificate of Completion:
 - 30.1.1 Order Work or material in addition to that provided for in the Plans and Specifications; and
 - 30.1.2 Delete or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the Work or material provided for in the Plans and Specifications or in any order made pursuant to GC30.1.1, if that additional Work or material, deletion, or change is, in his opinion, consistent with the general intent of the original Contract.
- 30.2 The Contractor must perform the Work in accordance with such orders, deletions and changes that are made by the Departmental Representative pursuant to GC30.1 from time to time as if they had appeared in and been part of the Plans and Specifications.
- 30.3 The Departmental Representative will determine whether or not anything done or omitted by the Contractor pursuant to an order, deletion or change referred to in GC30. 1 increased or decreased the cost of the Work to the Contractor.
- 30.4 If the Departmental Representative determines pursuant to GC30.3 that the cost of the Work to the Contractor has been increased, Her Majesty will pay the Contractor the increased cost that the Contractor necessarily incurred for the additional Work calculated in accordance with GC49 or GC50.
- 30.5 If the Departmental Representative determines pursuant to GC30.3 that the cost of the Work to the Contractor has been decreased, Her Majesty will reduce the amount payable to the Contractor under the contract by an amount equal to the decrease in the cost caused by the deletion or change referred to in GC30.1.2 and calculated in accordance with GC49.
- 30.6 Articles GC30.3 to GC30.5 are applicable only to a contract or a portion of a contract for which a Firm Price Arrangement is stipulated in the Contract.
- 30.7 An order, deletion or change referred to in GC30. 1 will be in writing, signed by the Departmental Representative and given to the Contractor in accordance with GC11.

GC31 INTERPRETATION OF CONTRACT BY DEPARTMENTAL REPRESENTATIVE

- 31.1 If, at any time before the Departmental Representative has issued a Final Certificate of Completion referred to in GC44.1, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and, in particular but without limiting the generality of the foregoing, about:
 - 31.1.1 the meaning of anything in the Plans and Specifications;
 - 31.1.2 the meaning to be given to the Plans and Specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;
 - 31.1.3 whether or not the quality or quantity of any material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
 - 31.1.4 the Work and carrying out the Contract are adequate to ensure that the Work will be performed in accordance with the Contract and that the Contract will be carried out in accordance with its terms;
 - 31.1.5 what quantity of any kind of Work has been completed by the Contractor; or
 - 31.1.6 the timing and scheduling of the various phases of the performance of the Work, the question will be decided by the Departmental Representative whose decision will be final and conclusive in respect of the Work.



- 31.2 The Contractor must perform the Work in accordance with any decisions of the Departmental Representative that are made under GC31.1 and in accordance with any consequential directions given by the Departmental Representative.

GC32 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

- 32.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the contract documents, the Contractor must, at his own expense:
- 32.1.1 Rectify and make good any defect or fault that appears in the Work or comes to the attention of the Minister with respect to those parts of the Work accepted in connection with the Interim Certificate of Completion referred to GC44.2 within twelve (12) months from the date of the Interim Certificate of Completion; and
 - 32.1.2 Rectify and make good any defect or fault that appears in or comes to the attention of the Minister in connection with those parts of the Work described in the Interim Certificate of Completion referred to in GC44.2 within twelve (12) months from the date of the Final Certificate of Completion referred to in GC44.1.
- 32.2 The Departmental Representative may direct the Contractor to rectify and make good any defect or fault referred to in GC32.1 or covered by any other expressed or implied warranty or guarantee.
- 32.3 A direction referred to in GC32.2 will be in writing, may include a stipulation in respect of the time within which a defect or fault is required to be rectified and made good by the Contractor, and will be given to the Contractor in accordance with GC11.
- 32.4 The Contractor must rectify and make good any defect or fault described in a direction given pursuant to GC32.2 within the time stipulated therein.

GC33 NON-COMPLIANCE BY CONTRACTOR

- 33.1 If the Contractor fails to comply with any decision or direction given by the Departmental Representative pursuant to GC18, GC24, GC26, GC31 or GC32, the Departmental Representative may employ such methods as he deems advisable to do that which the Contractor failed to do.
- 33.2 The Contractor must, on demand, pay Her Majesty an amount that is equal to the aggregate of all costs, expenses and damage incurred or sustained by Her Majesty by reason of the Contractor's failure to comply with any decision or direction referred to in GC33.1, including the cost of any methods employed by the Departmental Representative pursuant to GC33.1.

GC34 PROTESTING DEPARTMENTAL REPRESENTATIVE'S DECISIONS

- 34.1 The Contractor may, within ten days after the communication to him of any decision or direction referred to in GC30.3 or GC33.1, protest that decision or direction.
- 34.2 A protest referred to in GC34.1 must be in writing, contain full reasons for the protest, be signed by the Contractor and be given to Her Majesty by delivery to the Departmental Representative.
- 34.3 If the Contractor gives a protest pursuant to GC34.2, any compliance by the Contractor with the decision or direction that was protested will not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action he considers appropriate in the circumstances.
- 34.4 The giving of a protest by the Contractor pursuant to GC34.2 will not relieve him from complying with the decision or direction that is the subject of the protest.
- 34.5 Subject to GC34.6, the Contractor must take any action referred to in GC34.3 within three (3) months after the date that a Final Certificate of Completion is issued under GC44.1, and not afterwards.
- 34.6 The Contractor must take any action referred to in GC34.3 resulting from a direction under GC32 within three (3) months after the expiry of a warranty or guarantee period and not afterwards.
- 34.7 Subject to GC34.8, if Her Majesty determines that the Contractor's protest is justified, Her Majesty will pay the Contractor the cost of the additional labour, plant and material necessarily incurred by the Contractor in carrying out the protested decision or direction.
- 34.8 Costs referred to in GC34.7 will be calculated in accordance with GC48 to GC50.

GC35 CHANGES IN SOIL CONDITIONS AND NEGLECT OR DELAY BY HER MAJESTY

- 35.1 Subject to GC35.2 no payment, other than a payment that is expressly stipulated in the contract, will be made by Her Majesty to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.
- 35.2 If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to:



- 35.2.1 a substantial difference between the information relating to soil conditions at the work site that is contained in the Plans and Specifications or other documents supplied to the Contractor for his use in preparing his tender or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions encountered by the Contractor at the work site during the performance of the Contract; or
- 35.2.2 any neglect or delay that occurs after the date of the Contract on the part of Her Majesty in providing any information or in doing any act that the Contract either Her Majesty to do or that would ordinarily be done by an owner in accordance with the usage of the trade, he will, within ten days of the date the actual soil conditions described in GC35.2.1 were encountered or the neglect or delay described in GC35.2.2 occurred, give the Departmental Representative written notice of his intention to claim for that extra expense or that loss or damage.
- 35.3 When the Contractor has given a notice referred to in GC35.2, he must give the Departmental Representative a written claim for extra expense or loss or damage within thirty (30) days of the date that a Final Certificate of Completion referred to in GC44.1 is issued and not afterwards.
- 35.4 A written claim referred to in GC35.3 must contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the Departmental Representative to determine whether or not the claim is justified and the Contractor must supply such further and other information for that purpose as the Departmental Representative requires from time to time.
- 35.5 If the Departmental Representative determines that a claim referred to in GC35.3 is justified, Her Majesty will make an extra payment to the Contractor in an amount that is calculated in accordance with GC47 to GC50.
- 35.6 If, in the opinion of the Departmental Representative, an occurrence described in GC35.2.1 results in a savings of expenditure by the Contractor in performing the Contract, the amount set out in the Articles of Agreement will, subject to GC35.7, be reduced by an amount that is equal to the saving.
- 35.7 The amount of the saving referred to in GC35.6 will be determined in accordance with GC47 to GC49.
- 35.8 If the Contractor fails to give a notice referred to in GC35.2 and a claim referred to in GC35.3 within the times stipulated, an extra payment will not be made to him in respect of the occurrence.

GC36 EXTENSION OF TIME

- 36.1 Subject to GC36.2, the Departmental Representative may, on the application of the Contractor made before the day fixed by the Articles of Agreement for completion of the Work or before any other date previously fixed under this General Condition, extend the time for its completion by fixing a new date if, in the opinion of the Departmental Representative, causes beyond the control of the Contractor have delayed its completion.
- 36.2 An application referred to in GC36.1 will be accompanied by the written consent of the bonding company whose bond forms part of the contract security.

GC37 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

- 37.1 For the purposes of this General Condition:
 - 37.1.1 the Work will be deemed to be completed on the date that an Interim Certificate of Completion referred to in GC44.2 is issued; and
 - 37.1.2 "Period of delay" means the number of days commencing on the day fixed by the Contract for completion of the Work and ending on the day immediately preceding the day on which the Work is completed but does not include any day within a period of extension granted pursuant to GC36. 1, and any other day on which, in the opinion of the Departmental Representative, completion of the Work was delayed for reasons beyond the control of the Contractor.
- 37.2 If the Contractor does not complete the Work by the day fixed for its completion by the Articles of Agreement but completes it thereafter, the Contractor must pay Her Majesty an amount equal to the aggregate of:
 - 37.2.1 All salaries, wages and travelling expenses incurred by Her Majesty in respect of persons overseeing the performance of the Work during the period of delay;
 - 37.2.2 The cost incurred by Her Majesty as a result of the inability to use the completed Work for the period of delay; and
 - 37.2.3 All other expenses and damages incurred or sustained by Her Majesty during the period of delay as a result of the Work not being completed by the day fixed for its completion.
- 37.3 The Minister may waive the right of Her Majesty to the whole or any part of the amount payable by the Contractor pursuant to GC37.2 if, in the opinion of the Minister, it is in the public interest to do so.



- 37.3.1 Her Majesty may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or become due to the Contractor. The payment or deduction of such damages will not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

GC38 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

- 38.1 The Minister may, at his sole discretion, by giving a notice in writing to the Contractor in accordance with GC11, take all or any part of the Work out of the Contractor's hands, and may employ such means as he sees fit to have the Work completed if the Contractor:
- 38.1.1 Has not, within six (6) days of the Minister or the Departmental Representative giving notice to the Contractor in writing in accordance with GC11, remedied any delay in the commencement or any default in the diligent performance of the Work to the satisfaction of the Departmental Representative;
 - 38.1.2 Has defaulted in the completion of any part of the Work within the time fixed for its completion by the Contract;
 - 38.1.3 Has become insolvent;
 - 38.1.4 Has committed an act of bankruptcy;
 - 38.1.5 Has abandoned the Work;
 - 38.1.6 Has made an assignment of the contract without the consent required by GC3; or
 - 38.1.7 Has otherwise failed to observe or perform any of the provisions of the Contract.
- 38.2 If the whole or any part of the Work is taken out of the Contractor's hands pursuant to GC38.1:
- 38.2.1 the Contractor's right to any further payment that is due or accruing under the Contract is, subject only to GC38.4, extinguished; and
 - 38.2.2 The Contractor is liable to pay Her Majesty, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Her Majesty in respect of the Contractor's failure to complete the Work.
- 38.3 If the whole or any part of the Work that is taken out of the Contractor's hands pursuant to GC38.1 is completed by Her Majesty, the Departmental Representative will determine the amount, if any, of the holdback or a progress claim that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work performed or of compensating Her Majesty for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 38.4 Her Majesty will pay the Contractor the amount determined not to be required pursuant to GC38.3.

GC39 EFFECT OF TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

- 39.1 The taking of the Work or any part thereof out of the Contractor's hands pursuant to GC38 does not operate so as to relieve or discharge him from any obligation under the Contract or imposed upon him by law except the obligation to complete the performance of that part of the Work that was taken out of his hands.
- 39.2 If the Work or any part thereof is taken out of the Contractor's hands pursuant to GC38, all plant and material and the interest of the Contractor in all real property, licences, powers and privileges acquired, used or provided by the Contractor under the Contract will continue to be the property of Her Majesty without compensation to the Contractor.
- 39.3 When the Departmental Representative certifies that any plant, material, or any interest of the Contractor referred to in GC39.2 is no longer required for the purposes of the Work, or that it is not in the interests of Her Majesty to retain that plant, material, or interest, it will revert to the Contractor.

GC40 SUSPENSION OF WORK BY MINISTER

- 40.1 The Minister may, when in his opinion it is in the public interest to do so, require the Contractor to suspend performance of the Work either for a specified or an unspecified period by giving a notice of suspension in writing to the Contractor in accordance with GC11.
- 40.2 When a notice referred to in GC40.1 is received by the Contractor in accordance with GC11, he must suspend all operations in respect of the Work except those that, in the opinion of the Departmental Representative, are necessary for the care and preservation of the Work, plant and material.
- 40.3 The Contractor must not, during a period of suspension, remove any part of the Work, plant or material from its site without the written consent of the Departmental Representative.
- 40.4 If a period of suspension is thirty (30) days or less, the Contractor must, upon the expiration of that period, resume the performance of the Work and he is entitled to be paid the extra cost, calculated in



accordance with GC48 to GC50, of any labour, plant and material necessarily incurred by him as a result of the suspension.

- 40.5 If, upon the expiration of a period of suspension of more than thirty (30) days, the Minister and the Contractor agree that the performance of the Work will be continued by the Contractor, the Contractor must resume performance of the Work subject to any terms and conditions agreed upon by the Minister and the Contractor.
- 40.6 If, upon the expiration of a period of suspension of more than thirty (30) days, the Minister and the Contractor do not agree that performance of the Work will be continued by the Contractor or upon the terms and conditions under which the Contractor will continue the Work, the notice of suspension will be deemed to be a notice of termination pursuant to GC41.

GC41 TERMINATION OF CONTRACT

- 41.1 The Minister may terminate the Contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC11.
- 41.2 When a notice referred to in GC41.1 is received by the Contractor in accordance with GC11, he must, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the Contract.
- 41.3 If the Contract is terminated pursuant to GC41.1, Her Majesty will pay the Contractor, subject to GC41.4 an amount equal to:
 - 41.3.1 the cost to the Contractor of all labour, plant and material supplied by him under the Contract up to the date of termination in respect of a contract or part thereof for which a Unit Price Arrangement is stipulated in the Contract; or the lesser of:
 - 41.3.2 An amount, calculated in accordance with the Terms of Payment, that would have been payable to the Contractor had he completed the Work; and
 - 41.3.3 An amount that is determined to be due to the Contractor pursuant to GC49 in respect of a contract or part thereof for which a Firm Price Arrangement is stipulated in the Contract less the aggregate of all amounts that were paid to the Contractor by Her Majesty and all amounts that are due to Her Majesty from the Contractor pursuant to the Contract.
- 41.4 If Her Majesty and the Contractor are unable to agree about an amount referred to in GC41.3 that amount will be determined by the method referred to in GC50.

GC42 CLAIMS AGAINST AND OBLIGATIONS OF THE CONTRACTOR OR SUBCONTRACTOR

- 42.1 Her Majesty may, in order to discharge lawful obligations of and satisfy claims against the Contractor or a Subcontractor arising out of the performance of the Contract, pay any amount that is due and payable to the Contractor pursuant to the Contract directly to the obligees of and the claimants against the Contractor or the Subcontractor but such amount if any, as is paid by Her Majesty will not exceed that amount which the Contractor would have been obliged to pay to such claimant pursuant to legislation applicable under the governing law of the Contract. Any such claimant need not comply with the provisions of such legislation setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which claimant might have had, however Her Majesty will, prior to paying any such claims, provide the Contractor with ten days prior written notice to the effect that She will be so doing.
- 42.2 Her Majesty will not make any payment as described in GC42.1 unless and until that claimant will have delivered to Her Majesty:
 - 42.2.1 A binding and enforceable Judgment or Order of a court of competent jurisdiction setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the legislation applicable under the governing law of this Contract ;
 - 42.2.2 A final and enforceable award of an arbitrator setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the legislation applicable under the governing law of this Contract; or
 - 42.2.3 The consent of the Contractor authorizing a payment.
- 42.3 For the purposes of determining the entitlement of a claimant pursuant to GC42.2.1 and GC42.2.2, the notice required by GC42.8 will be deemed to replace the registration or provision of notice after the performance of Work as required by any applicable legislation and no claim will be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by any applicable legislation.
- 42.4 The Contractor must, by the execution of this Contract, be deemed to have consented to submit to binding arbitration at the request of any claimant those questions that need be answered to establish the entitlement of the claimant to payment pursuant to the provisions of GC42.1 and such arbitration



must have as parties to it any Subcontractor to whom the claimant supplied material, performed Work or rented equipment should such Subcontractor wish to be adjoined and Her Majesty will not be a party to such arbitration and, subject to any agreement between the Contractor and the claimant to the contrary, the arbitration will be conducted in accordance with the applicable legislation governing arbitration.

- 42.5 A payment made pursuant to GC42.1 is, to the extent of the payment, a discharge of Her Majesty's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor under the Contract.
- 42.6 The Contractor must comply with all laws in force in the jurisdiction where the Work is being performed relating to payment period, mandatory holdbacks, and creation and enforcement of mechanics' liens, builder's liens, privileges or similar legislation.
- 42.7 The Contractor must discharge all his lawful obligations and must satisfy all lawful claims against him arising out of the performance of the Work at least as often as the Contract requires Her Majesty to pay the Contractor.
- 42.8 The Contractor must, whenever requested to do so by the Departmental Representative, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in GC42.6.
- 42.9 GC42.1 will only apply to claims and obligations:
 - 42.9.1 The notification of which has been received by the Departmental Representative in writing before payment is made to the Contractor pursuant to TP4.10 and within one hundred and twenty (120) days of the date on which the claimant:
 - 42.9.1.1 Should have been paid in full under the claimant's contract with the Contractor or Subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
 - 42.9.1.2 Performed the last of the services, Work or labour, or furnished the last of the material pursuant to the claimant's contract with the Contractor or Subcontractor where the claim is not for money referred to in GC42.9.1.1; and
 - 42.9.2 The proceedings to determine the right to payment of which, pursuant to GC42.2, will have commenced within one year from the date that the notice referred to in GC42.9.1 was received by the Departmental Representative, and the notification required by GC42.9.1 will set forth the amount claimed to be owing and the person who by contract is primarily liable.
- 42.10 Her Majesty may, upon receipt of a notice of claim under GC42.9.1, withhold from any amount that is due and payable to the Contractor pursuant to the Contract the full amount of the claim or any portion thereof.
- 42.11 The Departmental Representative will notify the Contractor in writing of receipt of any claim referred to in GC42.9.1 and of the intention of Her Majesty to withhold funds pursuant to GC42.10 and the Contractor may, at any time thereafter and until payment is made to the claimant, be entitled to post, with Her Majesty, security in a form acceptable to Her Majesty in an amount equal to the value of the claim, the notice of which is received by the Departmental Representative and upon receipt of such security Her Majesty will release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of GC42.10 in respect of the claim of any claimant for whom the security stands.

GC43 SECURITY DEPOSIT - FORFEITURE OR RETURN

- 43.1 If:
 - 43.1.1 The Work is taken out of the Contractor's hands pursuant to GC38;
 - 43.1.2 The Contract is terminated pursuant to GC41; or
 - 43.1.3 The Contractor is in breach of or in default under the Contract;
- 43.2 Her Majesty may convert the security deposit, if any, to Her own use.
- 43.3 If Her Majesty converts the contract security pursuant to GC43.1, the amount realized will be deemed to be an amount due from Her Majesty to the Contractor under the Contract.
- 43.4 Any balance of an amount referred to in GC43.3 that remains after payment of all losses, damage and claims of Her Majesty and others will be paid by Her Majesty to the Contractor if, in the opinion of the Departmental Representative, it is not required for the purposes of the Contract.

GC44 DEPARTMENTAL REPRESENTATIVE'S CERTIFICATES

- 44.1 On the date that:
 - 44.1.1 the Work has been completed; and



- 44.1.2 The Contractor has complied with the Contract and all orders and directions made pursuant thereto, both to the satisfaction of the Departmental Representative, the Departmental Representative will issue a Final Certificate of Completion to the Contractor.
- 44.2 If the Departmental Representative is satisfied that the Work is substantially complete he will, at any time before he issues a certificate referred to in GC44.1, issue an Interim Certificate of Completion to the Contractor, and for the purposes of GC44.2 the Work will be considered to be substantially complete:
- 44.2.1 When the Work under the Contract or a substantial part thereof is, in the opinion of the Departmental Representative, ready for use by Her Majesty or is being used for the purposes intended; and
- 44.2.2 when the Work remaining to be done under the Contract is, in the opinion of the Departmental Representative, capable of completion or correction at a cost of not more than:
- 44.2.2.1 Three percent (3%) of the first \$500,000;
- 44.2.2.2 Two percent (2%) of the next \$500,000, and
- 44.2.2.3 One percent (1%) of the balance of the value of the Contract at the time this cost is calculated.
- 44.3 For the sole purpose of GC44.2.2, where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the Work or a part thereof cannot be completed by the time specified in C3, or as amended pursuant to GC36, for reasons beyond the control of the Contractor or where the Departmental Representative and the Contractor agree in writing not to complete a part of the Work within the specified time, the cost of that part of the Work which was either beyond the control of the Contractor to complete or the Departmental Representative and the Contractor have agreed in writing not to complete by the time specified will be deducted from the value of the Contract referred to GC44.2.2 and the said cost will not form part of the cost of the Work remaining to be done in determining substantial completion.
- 44.4 An Interim Certificate of Completion referred to in GC44.2 will describe the parts of the Work not completed to the satisfaction of the Departmental Representative and all things that must be done by the Contractor:
- 44.4.1 before a Final Certificate of Completion referred to in GC44.1 will be issued; and
- 44.4.2 Before the twelve (12) month period referred to in GC32.1.2. will commence for the said parts and all the said things.
- 44.5 The Departmental Representative may, in addition to the parts of the Work described in an Interim Certificate of Completion referred to in GC44.2, require the Contractor to rectify any other parts of the Work not completed to his satisfaction and to do any other things that are necessary for the satisfactory completion of the Work.
- 44.6 If the Contract or a part thereof is subject to a Unit Price Arrangement, the Departmental Representative will measure and record the quantities of labour, plant and material, performed, used and supplied by the Contractor in performing the Work and will, at the request of the Contractor, inform him of those measurements.
- 44.7 The Contractor must assist and cooperate with the Departmental Representative in the performance of his duties referred to in GC44.6 and will be entitled to inspect any record made by the Departmental Representative pursuant to GC44.6.
- 44.8 After the Departmental Representative has issued a Final Certificate of Completion referred to in GC44.1, he will, if GC44.6 applies, issue a Final Certificate of Measurement.
- 44.9 A Final Certificate of Measurement referred to in GC44.8 will:
- 44.9.1 contain the aggregate of all measurements of quantities referred to in GC44.6; and
- 44.9.2 Be binding upon and conclusive between Her Majesty and the Contractor as to the quantities referred to therein.

GC45 RETURN OF SECURITY DEPOSIT

- 45.1 After an Interim Certificate of Completion referred to in GC44.2 has been issued, Her Majesty will, if the Contractor is not in breach of or in default under the Contract, return to the Contractor all or any part of the security deposit that, in the opinion of the Departmental Representative, is not required for the purposes of the Contract.
- 45.2 After a Final Certificate of Completion referred to in GC44.1 has been issued, Her Majesty will return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.
- 45.3 If the security deposit was paid into the Consolidated Revenue Fund of Canada, Her Majesty will pay interest thereon to the Contractor at a rate established from time to time pursuant to section 21(2) of Canada's Financial Administration Act.



GC46 CLARIFICATION OF TERMS IN GC47 TO GC50

- 46.1 For the purposes of GC47 to GC50:
 - 46.1.1 "Unit Price Table" means the table set out in the Contract; and
 - 46.1.2 "Plant" does not include tools customarily provided by a tradesman in practising his trade.

GC47 ADDITIONS OR AMENDMENTS TO UNIT PRICE TABLE

- 47.1 Where a Unit Price Arrangement applies to the Contract or a part thereof the Departmental Representative and the Contractor may, by an agreement in writing:
 - 47.1.1 Add classes of labour, plant or material, and units of measurement, prices per unit and estimated quantities to the Unit Price Table if any labour, plant or material that is to be included in the Final Certificate of Measurement referred to in GC44.8 is not included in any class of labour, plant or material set out in the Unit Price Table; or
 - 47.1.2 subject to GC47.2 and GC47.3, amend a price per unit set out in the Unit Price Table for any class of labour, plant or material included therein if the Final Certificate of Measurement referred to in GC44.8 shows or is expected to show that the total quantity of that class of labour, plant or material actually, used or supplied by the Contractor in performing the Work is:
 - 47.1.2.1 Less than eighty-five percent (85%) of that estimated total quantity; or
 - 47.1.2.2 In excess of one hundred and fifteen percent (115%) of that estimated total quantity.
- 47.2 In no event will the total cost of an item set out in the Unit Price Table that has been amended pursuant to GC47.1.2.1. exceed the amount that would have been payable to the Contractor had the estimated total quantity actually been performed, used or supplied.
- 47.3 An amendment that is made necessary by GC47.1.2.2 will apply only to the quantities that are in excess of one hundred and fifteen percent (115%).
- 47.4 If the Departmental Representative and the Contractor do not agree as contemplated in GC47.1, the Departmental Representative will determine the class and the unit of measurement of the labour, plant or material and, subject to GC47.2 and GC47.3, the price per unit therefor will be determined in accordance with GC50.

GC48 DETERMINATION OF COST - UNIT PRICE TABLE

Whenever, for the purposes of the Contract it is necessary to determine the cost of labour, plant or material, it will be determined by multiplying the quantity of that labour, plant or material expressed in the Unit Price Table by the price of that unit set out by agreement in a unit price table which will be included in the Contract prior to signing.

GC49 DETERMINATION OF COST - NEGOTIATION

- 49.1 If the method described in GC48 cannot be used because the labour, plant or material is of a kind or class that is not set out in the Unit Price Table, the cost of that labour, plant or material for the purposes of the Contract will be the amount agreed upon from time to time by the Contractor and the Departmental Representative.
- 49.2 For the purposes of GC49.1, the Contractor must submit to the Departmental Representative any necessary cost information requested by the Departmental Representative in respect of the labour, plant and material referred to in GC49.1.

GC50 DETERMINATION OF COST - FAILING NEGOTIATION

- 50.1 If the methods described in GC47, GC48 or GC49 fail for any reason to achieve a determination of the cost of labour, plant and material for the purposes referred to therein, that cost will be equal to the aggregate of:
 - 50.1.1 all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, plant and material that falls within one of the classes of expenditure described in GC50.2 that are directly attributable to the performance of the Contract;
 - 50.1.2 an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, and every other cost, charge and expenses, but not including those referred to in GC50.1.1 or GC50.1.3 or of a class referred to in GC50.2, in an amount that is equal to ten percent (10%) of the sum of the expenses referred to in GC50.1.1, and interest on the costs determined under GC50.1.1 and GC50.1.3, which interest will be calculated in accordance with TP9.
 - 50.1.3 provided that the total cost of an item set out in the Unit Price Table that is subject to the provisions of GC47.1.2 does not exceed the amount that would have been payable to the



Contractor had the estimated total quantity of the said item actually been performed, used or supplied.

50.2 For purposes of GC50.1.1. the classes of expenditure that may be taken into account in determining the cost of labour, plant and material are:

50.2.1 Payments to subcontractors;

50.2.2 Wages, salaries and travelling expenses of employees of the Contractor while they are actually and properly engaged on the Work, other than wages, salaries, bonuses, living and travelling expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor unless they are engaged at the work site with the approval of the Departmental Representative;

50.2.3 Assessments payable under any statutory authority relating to workmen's compensation, employment insurance, pension plan or holidays with pay;

50.2.4 Rent that is paid for plant or an amount equivalent to the said rent if the plant is owned by the Contractor that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that plant has been approved by the Departmental Representative;

50.2.5 Payments for maintaining and operating plant necessary for and used in the performance of the Work, and payments for effecting such repairs thereto as, in the opinion of the Departmental Representative, are necessary to the proper performance of the Contract other than payments for any repairs to the plant arising out of defects existing before its allocation to the Work;

50.2.6 Payments for material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;

50.2.7 Payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the plant and material necessary for and used in the performance of the Contract; and

50.3 Any other payments made by the Contractor with the written approval of the Departmental Representative that are necessary for the performance of the Contract.

GC51 RECORDS TO BE KEPT BY CONTRACTOR

51.1 The Contractor must:

51.1.1 Maintain full records of his estimated and actual cost of the Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto;

51.1.2 Make all records and material referred to in GC51.1.1 available to audit and inspection by the Minister and the Deputy Receiver General for Canada or by persons acting on behalf of either or both of them, when requested;

51.1.3 Allow any of the persons referred to in GC51.1.2 to make copies of and to take extracts from any of the records and material referred to in GC51.1.1; and

51.1.4 Furnish any person referred to in GC51.1.2 with any information he may require from time to time in connection with such records and material.

51.2 The records maintained by the Contractor pursuant to GC51.1.1 must be kept intact by the Contractor until the expiration of two (2) years after the date that a Final Certificate of Completion referred to in GC44.1 was issued or until the expiration of such other period of time as the Minister may direct.

51.3 The Contractor must cause all subcontractors and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly having control of the Contractor to comply with GC51.1 and GC51.2 as if they were the Contractor.

GC52 CONFLICT OF INTEREST

It is a term of this Contract that no former public office holder who is not in compliance with the Government of Canada's Conflict of Interest and Post-Employment Code for Public Office Holders will derive a direct benefit from this Contract.

GC53 CONTRACTOR STATUS

53.1 The Contractor will be engaged under the contract as an independent Contractor.

53.2 The Contractor or any employee of the said Contractor is not engaged by the Contract as an employee, servant or agent of Her Majesty.

53.3 For the purposes of GC53.1 and GC53.2 the Contractor must be solely responsible for any and all payments and deductions required to be made by law including those required for pension plans, employment insurance, workers' compensation or income tax.



GC54 GOVERNING LAWS

The Contract will be governed by the laws in force in the jurisdiction defined in section C13 of the Articles of Agreement.

GC55 SOVEREIGN IMMUNITY

Notwithstanding any provision in this Contract, Her Majesty the Queen in Right of Canada, does not waive any immunity to which she is or may be entitled to by virtue of domestic or international law.

GC56 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST

56.1 For the purposes of this clause:

56.1.1 Human remains means the whole or any part of a deceased human being, irrespective of the time that has elapsed since death;

56.1.2 Archaeological remains are items, artefacts or things made, modified or used by human beings in antiquity and may include, but not are limited to, stone, wood, or iron structures; monuments, bump deposits, bone artifacts, weapons, tools, coins, or pottery; and

56.1.3 Items of historical or scientific interest are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty, or other quality.

56.2 If, during the course of the Work, the Contractor encounters any object, item or thing which is described in clause GC56.1, or which resembles any object, item or thing described in clause GC56.1, the Contractor must:

56.2.1 take all reasonable steps, including immediately stopping the Work in the affected area, to protect and preserve the object, item or thing;

56.2.2 immediately notify the Departmental Representative of the circumstances in writing; and

56.2.3 Take all reasonable steps to minimize additional costs which may accrue as a result of any work stoppage.

56.3 Upon receipt of a notification in accordance with GC56.2.2, the Departmental Representative will, in a timely manner, determine whether the object, item, or things is one described in, or contemplated by, clause GC56.1, and will notify the Contractor in writing of any action to be performed, or Work to be carried out, by the Contractor as a result of the Departmental Representative's determination.

56.4 The Departmental Representative may, at any time, enlist the services of experts, particularly an archaeologist or historian as appropriate, to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the Contractor, and monitoring in case of further discoveries, and the Contractor must, to the satisfaction of the Departmental Representative, allow them access and cooperate with them in the carrying out of their duties and obligations.

56.5 Human remains, archaeological remains and items of historical or scientific interest encountered at the site of the Work will remain the property of her Majesty.

56.6 Accept as may be otherwise provided for in the contract, the provisions of GC30 will apply.

GC57 CONTAMINATED SITE CONDITIONS

57.1 For the purposes of this clause, a contaminated site condition exists when toxic, radioactive or other hazardous substances or materials, or other pollutants, are found to be present at the site of the Work to the extent that they constitute a hazard, or potential hazard, to the environment, property, or the health or safety of any person.

57.2 If the Contractor encounters a contaminated site condition, or has reasonable grounds to believe that a contaminated site condition exists at the site of the Work, the Contractor must:

57.2.1 take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;

57.2.2 immediately notify the Departmental Representative of the circumstances in writing; and

57.2.3 Take all reasonable steps to minimize additional costs which may accrue as a result of any work stoppage.

57.3 Upon receipt of a notification in accordance with GC57.2.2, the Departmental Representative will, in a timely manner, determine whether a contaminated site condition as described in, or contemplated by, clause GC57.1, exists, and will notify the Contractor in writing of any action to be taken, or Work to be performed, by the Contractor as a result of the Departmental Representatives determination.



- 57.4 If the Contractor's services are required by the Departmental Representative, the Contractor must follow the direction of the Departmental Representative with regard to any excavation, treatment and disposal of the contaminated substances or materials.
- 57.5 The Departmental Representative may at any time, and at the Departmental Representative's sole discretion, enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of the contaminated site condition, and the Contractor must, to the satisfaction of the Departmental Representative, allow them access and cooperate with them in the carrying out of their duties and obligations.
- 57.6 Accept as may be otherwise provided for in the Contract, the provisions of GC30 will apply.

GC58 CERTIFICATION - CONTINGENCY FEES

- 58.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay or agree to pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 58.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract will be subject to the accounts and audit provisions of the Contract.
- 58.3 If the Contractor certifies falsely under GC58.1 or is in default of the obligations contained therein, Her Majesty may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract to recover from the Contractor by way of reduction to the Contract amount or otherwise the full amount of the contingency fee.
- 58.4 For the purposes of GC58:
 - 58.4.1 "Contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiation the whole or any part of its terms;
 - 58.4.2 "Employee" means a person with whom the Contractor has an employer/employee relationship; and
 - 58.4.3 "Person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

GC59 DISPUTE SETTLEMENT

59.1 Mutual Discussions

The Contractor and Her Majesty, which for the purpose of this GC 59.1 will jointly be referred to as the "Parties" and severally as the "Party," agree that if any dispute arises out of or in connection with this Contract, including without limitation any question regarding its existence, validity, termination of rights or obligation of any party, the Parties will attempt, for a period of thirty (30) days after receipt by one Party of a notice from the other Party of indicating:

- 59.1.1 the existence of the dispute
- 59.1.2 its basic substance; and
- 59.1.3 The other Party's decision to refer the dispute to arbitration in accordance with GC59 of the Contract, the Parties will attempt to settle the dispute by mutual discussions between them.

59.2 Referral to Arbitration

Any such dispute that cannot be settled amicably by mutual discussion within the thirty (30) day period referred to above, will be settled by arbitration under the arbitration of the Province of Ontario (the "Rules"). The venue of the arbitration will be conducted in the province of Ontario, Canada. Any notice of arbitration, response or other communication given to or by a party to the arbitration will be given and deemed received as provided in the Rules. The costs of the arbitration will be determined and paid by the parties to the arbitration as provided in the Rules.

59.3 Appointments of Arbitrators

Each of the Parties has the right to appoint one (1) arbitrator. The two (2) arbitrators will in turn appoint the third arbitrator. Should either Party fail to appoint its respective arbitrator within thirty (30) days from the date requested by the other Party, or should the two (2) arbitrators so appointed fail to appoint the third arbitrator within thirty (30) days from the date of appointment of the second arbitrator then such arbitrator(s) will be appointed by the chairman of the Attribution of the Association of Chartered Engineers in the Province of Ontario, Canada.



59.4 **No Legal Proceedings**

Each Party agrees that it will not institute any legal proceedings arising out of or in connection with this Contract, except only as provided in this GC34 and each party agrees that it will apply to the court having jurisdiction to homologate for legal enforcement the decision rendered by the arbitral tribunal. In the event any legal proceedings are instituted in any court to enforce any arbitration award, the person or persons against whom enforcement of that arbitration award is sought will pay all costs, including without limitation the costs of legal counsel and translation fees, of the person or persons seeking to enforce the arbitration award.

59.5 **Award Binding**

The arbitration must be held within six (6) months of the date of appointment of the arbitrator and the arbitrator is authorized to assess costs against a party who has caused delay or who has failed to comply with any rules of the arbitration. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgement thereon in the Province of Ontario, Canada, or elsewhere.

59.6 **Waivers**

The Parties expressly agree to waive Article 48.1 of Law No. 30 Year 1999 on Arbitration and Alternative Dispute Resolution, so that the mandate of the arbitrators duly constituted in accordance with the terms of this Contract will remain in effect until a final arbitration award has been issued by the arbitrators.

59.7 **Enforcement of Awards**

For the purpose of enforcing any arbitration award, the Parties choose the general, permanent and not-exclusive domicile of the Office of the Registrar of the Province of Ontario, Canada, without prejudice to the Parties' rights to enforce any arbitration award in any court having jurisdiction over the other Party or its assets.

GC60 FORCE MAJEURE

60.1 **Relief from Performance**

Neither Her Majesty nor the Contractor will be liable to the other for any delay in or failure to render, any act or thing to be performed pursuant to this Contract, to the extent that such delay or failure is caused by an event of force majeure. The effected party must use its best endeavours to eliminate the effects of the force majeure as soon as possible and resume performance hereunder.

60.2 **No termination**

This Contract must not be terminated by temporary force majeure and the rights and obligations of the Contractor and Her Majesty must be restored in full after any period of force majeure has ended.

60.3 **Payment of Moneys**

60.3.1 If as a consequence of money that is required to be paid by one Party pursuant to the terms and conditions of this Contract cannot be so paid in the manner directed by this Contract due to an event of force majeure, then the Party required to pay must notify the Party entitled to receive the money of the former's inability to pay and the reasons for it.

60.3.2 The Party entitled to receive the money will designate to the Party required to pay an alternative place for payment and the latter will remit the funds to that place for the Party entitled to receive the funds.

60.4 **Force Majeure Events**

Force majeure events will include, without limitation, any act of God, civil commotion or delays caused by governmental restriction affecting all or any portion of the Work which prevents or materially restricts either party from performing its obligations hereunder for which such party is responsible

GC61 HEALTH AND SAFETY

61.1 The Contractor must ensure, in fulfilling its contractual obligations under this Contract, that its employees and agents are appropriately equipped with all safety clothing and equipment required to perform the Work.

61.2 The Contractor must further ensure that its employees and agents adhere to and follow all applicable health and safety regulations, standards and procedures in force in the jurisdiction and have been trained and will use all mandatory safety equipment imposed by local law when completing the Work under this Contract.



APPENDIX "D" - INSURANCE CONDITIONS

IC1 PROOF OF INSURANCE

- 1.1 The Contractor must, at its own expense, obtain and maintain insurance as provided hereunder with companies subject to approval in writing by Her Majesty.
- 1.2 Immediately following notification of Contract award and preceding the start of any on-site Work, the Contractor must have its insurance broker, agency or underwriter inform the Departmental Representative in writing that all insurance required hereunder is in force.
- 1.3 Within fourteen (14) days after acceptance of the Contractor's tender, the Contractor must, unless otherwise directed in writing by the Departmental Representative, deposit with the Departmental Representative an Insurer's Certificate of Insurance in the form displayed in this document and, if requested by the Departmental Representative, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Insurance Coverage Requirements shown hereunder.

IC2 RISK MANAGEMENT

- 2.1 The provisions of the Insurance Coverage Requirements contained hereunder are not intended to cover all of the Contractor's obligations under GC8 of the General Conditions Appendix "C" of the Contract. Any additional risk management measures or additional insurance coverages the Contractor may deem necessary to fulfill its obligations under GC8 will be at its own discretion and expense.

IC3 PAYMENT OF DEDUCTIBLE

- 3.1 The payment of monies up to the deductible amount made in satisfaction of a claim will be borne by the Contractor.

IC4 TYPES OF INSURANCE REQUIRED

- 4.1 The Contractor will obtain the following types of commercial insurance coverage:
 - 4.1.1 Comprehensive General Liability Insurance ("CGL"); and
 - 4.1.2 Builder's Risk - Direct Damage Insurance ("BR").

IC5 ADDITIONAL NAMED INSURED

- 5.1 Each insurance policy must insure the Contractor, and must include as Additional Named Insured, the Owner, being Her Majesty the Queen in right of Canada, represented by the Minister of Foreign Affairs and the Employees or servants of both Her Majesty and the Contractor.

IC6 PERIOD OF INSURANCE COVERAGE

- 6.1 Unless otherwise directed in writing by the Departmental Representative, the policies required hereunder must attach from the date of contract award and must be maintained until the day of issue of the Final Certificate of Completion.

IC7 NOTIFICATION

- 7.1 Each insurance policy must contain a provision that thirty (30) days prior written notice will be given by the Insurer to the Departmental Representative in the event of any material change in, cancellation of, or expiration of coverage. Any notice affecting a material change in, cancellation of, or expiration of coverage received by the Contractor must be transmitted forthwith to the Departmental Representative.



PART I - COMPREHENSIVE GENERAL LIABILITY (CGL)

CGL1 LIMITS

- 1.1 The policy must be written on a form similar to that known and referred to in the insurance industry as IBC 2100 - Commercial General Liability policy (Occurrence form) and must provide for limit of liability of not less than the amount stated in C9, inclusive of Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence costs incurred in respect of a claim or claims must not operate to decrease the limit of liability.

CGL2 COVERAGES

- 2.1 The policy must include but not necessarily be limited to the following coverages:
- 2.1.1 All premises, property and operations necessary or incidental to the performance of this Contract;
 - 2.1.2 Personal injury;
 - 2.1.3 Bodily injury and Property Damage on an "occurrence" basis;
 - 2.1.4 "Broad Form" Property Damage including the loss of use of property;
 - 2.1.5 Removal or weakening of support of any property, building or land whether such support be natural or otherwise;
 - 2.1.6 Elevator Liability (including Escalators, Hoists and Similar Devices);
 - 2.1.7 Contingent Employer's Liability;
 - 2.1.8 Owner's and Contractor's Protective Liability;
 - 2.1.9 Contractual and Assumed Liabilities under this Contract;
 - 2.1.10 Completed Operations and Products Liability;
The insurance must continue for a period of at least two (2) years beyond the date of the Departmental Representative's Final Certificate of Completion for the Completed Operations Hazard.
 - 2.1.11 Cross Liability;
The clause must be written as follows:
Cross Liability
The insurance as is afforded by this policy must apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage will apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured must not operate to increase the limit of the Insurer's liability.
 - 2.1.12 Severability of Interests Clause;
The clause must be written as follows:
Severability of Interests
This policy, subject to the limits of liability stated herein, must apply separately to each Insured in the same manner and to the same extent as it a separate policy had been issued to each. This inclusion herein of more than one insured must not increase the limit of the Insurer's liability.

- 2.2 Period of Insurance Coverage:
The period of required insurance coverage for all insurance elements listed in CGL2: Coverages must be from the date of execution of this contract until the date of issuance by the Departmental Representative of the Final Certificate of Completion.

CGL3 ADDITIONAL EXPOSURES

- 3.1 The policy must be endorsed to include the following exposures or hazards if the Work is subject thereto:
- 3.1.1 Underpinning; and
 - 3.1.2 Damage to the portion of an existing building beyond that directly associated with an addition, renovation or installation contract. (The care, custody and control exclusion will not apply.).

CGL4 INSURANCE PROCEEDS

- 4.1 Insurance Proceeds from this policy are payable directly to a Claimant/Third Party.

CGL5 DEDUCTIBLE

- 5.1 The policy must be issued with a deductible amount of not more than \$500.00 per occurrence applying to Property Damage claims only.



PART II - BUILDER'S RISK - DIRECT DAMAGE (BR)

BR1 SCOPE OF POLICY

- 1.1 The policy must be written on an "All Risks" basis granting coverage similar to that provided by the form known and referred to in the Insurance Industry as "Builders' Risk Comprehensive Form."

BR2 PROPERTY INSURED

- 2.1 The property insured must include:
- 2.1.1 The Work and all property, equipment and materials intended to become part of the finished Work at the site of the project while awaiting, during and after installation, erection or construction including testing;
 - 2.1.2 Expenses incurred in the removal from the construction site of debris of the property insured, including demolition of damaged property, de-icing and de-watering, occasioned by loss, destruction or damage to such property and in respect of which insurance is provided by this policy; and
 - 2.1.3 Equipment and materials required for the execution or temporary protection of the Work.

BR3 INSURANCE PROCEEDS

- 3.1 Insurance Proceeds from this policy are payable in accordance with GC28 of the General Conditions of the Contract.
- 3.2 The policy must provide that the proceeds thereof are payable to Her Majesty or as the Minister may direct.
- 3.3 The Contractor must do such things and execute such documents as are necessary to effect payment of the proceeds.

BR4 AMOUNT OF INSURANCE

- 4.1 The amount of insurance must not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Her Majesty at the site of the project to be incorporated into and to form part of the finished Work.

BR5 DEDUCTIBLE

- 5.1 The policy must be issued with a deductible amount of not more than \$1,000.00 CAD.

BR6 EXCLUSION QUALIFICATIONS

- 6.1 The policy may be subject to the standard exclusions but the following qualifications must apply:
- 6.1.1 Faulty materials, workmanship or design may be excluded only to the extent of the cost of making good thereof and will not apply to loss or damage resulting therefrom;
 - 6.1.2 Loss or damage caused by contamination by radioactive material may be excluded except for loss or damage resulting from commercial isotopes used for industrial measurement, inspection, quality control, radiographic or photographic use; and
 - 6.1.3 Use and occupancy of the project or any part or section thereof must be permitted where such is for the purposes for which the project is intended upon completion.



BROKER'S CERTIFICATE OF INSURANCE

(TO BE DELIVERED TO THE DEPARTMENTAL REPRESENTATIVE BEFORE THE START OF ANY ON-SITE WORK)

COVERING:

DESCRIPTION OF WORK: _____

LOCATION OF WORK: _____

ISSUED BY:

BROKER/AGENT: _____

ADDRESS: _____

ISSUED TO: FOREIGN AFFAIRS, TRADE AND DEVELOPMENT CANADA

ADDRESS: 125 SUSSEX DRIVE, OTTAWA, ONTARIO CANADA K1A 0G2

NAMED INSURED:

CONTRACTOR: _____

ADDRESS: _____

This document certifies that the following policies of Insurance are at present in force covering all operations of the Insured, effective from _____ 20__ in connection with Foreign Affairs, Trade and Development Canada, for the _____ made between the Named Insured and Foreign Affairs, Trade and Development Canada.

TYPE	POLICY NUMBER	EXPIRY DATE OF LIABILITY			LIMITS	DEDUCTIBLE
		DAY	MONTH	YEAR		
Comprehensive General Liability						
Builder's Risk "All Risks"						

Each of these policies provides coverages as specified in Appendix "D", Insurance Conditions of the Draft Contract which form part of this Contract.

The Insurer agrees to notify Her Majesty and the Named Insured in writing thirty (30) days prior to any material change in, cancellation of, or expiration of any policy or coverage.

Name - Broker/Agent's Authorized Representative Signature-Broker/Agent's Authorized Representative Date Telephone Number

ISSUANCE OF THIS CERTIFICATE WILL NOT LIMIT OR RESTRICT THE RIGHT OF HER MAJESTY TO REQUEST AT ANY TIME DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES.



INSURER'S CERTIFICATE OF INSURANCE

(TO BE DELIVERED TO THE DEPARTMENTAL REPRESENTATIVE BEFORE THE START OF ANY ON-SITE WORK)

COVERING:
DESCRIPTION OF WORK: _____

LOCATION OF WORK: _____

ISSUED BY:
BROKER/AGENT: _____

ADDRESS: _____

ISSUED TO: FOREIGN AFFAIRS, TRADE AND DEVELOPMENT CANADA
ADDRESS: 125 SUSSEX DRIVE, OTTAWA, ONTARIO CANADA K1A 0G2

NAMED INSURED:
CONTRACTOR: _____

ADDRESS: _____

This document certifies that the following policies of Insurance are at present in force covering all operations of the Insured, effective from _____ 20__ in connection Foreign Affairs, Trade and Development Canada, for the _____ made between the Named Insured and Foreign Affairs, Trade and Development Canada.

Table with 6 columns: TYPE, POLICY NUMBER, EXPIRY DATE OF LIABILITY (DAY, MONTH, YEAR), LIMITS, DEDUCTIBLE. Rows include Comprehensive General Liability and Builder's Risk 'All Risks'.

Each of these policies provides coverages as specified in Appendix "D", Insurance Conditions of the Draft Contract which form part of this Contract.

The Insurer agrees to notify Her Majesty and the Named Insured in writing thirty (30) days prior to any material change in, cancellation of, or expiration of any policy or coverage.

Name - Insurer's Authorized Representative Signature- Insurer's Authorized Representative Date Telephone Number

ISSUANCE OF THIS CERTIFICATE WILL NOT LIMIT OR RESTRICT THE RIGHT OF HER MAJESTY TO REQUEST AT ANY TIME DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES.



APPENDIX "E" – SECURITY REQUIREMENTS CHECKLIST (SRCL)



Government of Canada
Gouvernement du Canada

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

**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 Global Affairs Canada AWF LDN		2. Branch or Directorate / Direction générale ou Direction LAGOS DHCC
3. a) Subcontract Number / Numéro du contrat de sous-traitance TBC		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant TBC
4. Brief Description of Work / Brève description du travail Installation of VRF AC System; existing chiller and HVAC system is defective, plus the chilled distribution pipework is corroding and leaking. Repair costs are not considered feasible. Following an assessment of potential options to restore AC cooling to the Chancery, the best retro-fit option is the installation of a Variable Refrigerant Flow (VRF) AC System. The scope requires the replacement of the chiller unit with new outdoor units to supply chilled air, including replacement of the existing fancoil units, ductwork alterations, plus the		
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"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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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 :

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 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



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

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

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / Très SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET / COMSEC Très SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / Très SECRET	
							NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIEL	A		B	C					
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).

Security Classification / Classification de sécurité UNCLASSIFIED
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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Vimal Baid AWF-LDN	Title - Titre RMO	Signature 	
Telephone No. - N° de téléphone +44 (0)20 7321 5942	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel vimal.baid@international.gc.ca	Date 2020-06-04
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Heather BROOKER	Title - Titre Management/Consular Officer/MCO	Signature 	
Telephone No. - N° de téléphone 902-279-1489	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel heather.brooker@international.gc.ca	Date 2020-06-03
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Brent Hygaard	Title - Titre Procurement Specialist	Signature hygaard, brent <small>Digitally signed by hygaard, brent</small>	
Telephone No. - N° de téléphone 343-203-1331	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel brent.hygaard@international.gc.ca	Date 2020-06-04
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date