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Request for Proposals (RFP)

PERFORMANCE OF THE WORK DESCRIBED IN THE STATEMENT OF THE DRAFT CONTRACT.

TITLE Bottled Drinking Water & Water Dispensers – Nairobi, Kenya	
SOLICITATION NO. 21-175898/A	DATE June 21, 2021
PROPOSAL DELIVERY In order for the proposal to be valid, it must be received no later than 14:00 EDT (Ottawa, Ontario time) on July 5, 2021 . This date is referred to herein as the "Closing date". Only electronic copies will be accepted and received at the following email address: internationalproposals@international.gc.ca Solicitation #: 21-175898/a	
OFFER TO: FOREIGN AFFAIRS, TRADE AND DEVELOPMENT CANADA WE HEREBY OFFER TO SELL TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT HEREIN, REFERRED TO HEREIN OR ATTACHED HERETO, THE GOODS AND SERVICES LISTED HEREIN AND ON ANY ATTACHED SHEETS AT THE PRICE(S) SET OUT THEREFOR. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE SUPPLIER.	
_____ Signature	_____ Date



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into 5 parts plus attachments and annexes, as follows:

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

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

The annexes include the Statement of Work (Annex A) and the Basis of Payment (Annex B)

1.2 SUMMARY

The purpose of this RFP is to select a supplier to enter into a contract with the Department of Foreign Affairs, Trade and Development (DFATD) for the supply, delivery and maintenance service of purified bottled drinking water within the Chancery and approximately fifty (50) residential units for Staff of the High Commission of Canada in Nairobi, Kenya including refilling bottles, water dispensers and bottle racks.

- 1.2.2** The Work is to be performed from contract award date (tentatively set for August 1, 2021 for a period of three (3) years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of two (2) additional one (1) irrevocable option periods under the same terms and conditions.
- 1.2.3** There are no Security requirements associated with this requirement, however, Contractor's personnel will be escorted and placed under supervision of High Commission's personnel at all times during the performance of the Work.
- 1.2.4** The requirement may be subject to the provisions of the:
 - (a) Canada - Chile Free Trade Agreement (CCFTA)
 - (b) Canada - Columbia Free Trade Agreement
 - (c) Canada - Honduras Free Trade Agreement
 - (d) Canada - Korea Free Trade Agreement (CKFTA)
 - (e) Canada - Panama Free Trade Agreement
 - (f) Canada - Peru Free Trade Agreement (CPFTA)
 - (g) Canada - Ukraine free Trade Agreement
 - (h) Canadian Free Trade Agreement (CFTA)
 - (i) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
 - (j) Comprehensive Economic and Trade Agreement (CETA)
 - (k) World Trade Organization Agreement on Government Procurement (WTO-AGP)



1.3 CONTRACT DOCUMENTS

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

1.4 INTERPRETATION

In this document, unless the context otherwise requires:

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

"Bid" or "proposal" is an offer to provide services or supply goods as a result of a solicitation;

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

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

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



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF PROPOSAL

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

2.2 REFERENCE CLAUSES

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

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

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

2.3 STANDARD INSTRUCTIONS

- 2.3.1** The [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25) (2020-05-28) Standard Instructions - *Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>), are incorporated by reference into and form part of the bid solicitation.
- 2.3.2** Except in the case of "PWGSC's Integrity Database", where referred to, the words "Public Works and Government Services Canada" or "PWGSC" are to be substituted to read "**Foreign Affairs, Trade and Development Canada**" or "**DFATD**"; **all references to facsimile number of "819-997-9776" are deleted**; all references to "**Canada Post epost Connect service**" are deleted; and the words "Contracting Authority" are to be substituted to read "**Canada's Representative**".
- 2.3.3 Subsection 05 (2018-05-22) Submission of Bids**, paragraph 4 is amended as follows:
- Delete:** sixty (60)
Insert: one hundred and twenty (120)
- 2.3.4 Subsection 06 (2018-05-22) Late Bids**
This subsection is deleted in its entirety and is hereby replaced by the following:
- Bids received after the stipulated bid closing date and time will be:
- returned to the Bidder in the case where hard copies were requested; or
 - deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Bids clause stipulated in paragraph 2.3.5
- 2.3.5 Subsection 07 (2018-05-22) Delayed Bids**

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



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

2.3.6 Subsection 08 (2019-03-04) Transmission by Facsimile or by epost connect

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

2.4 SUBMISSION OF PROPOSALS

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

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

The e-mail address indicated on page one (1) of the solicitation is for the purpose of proposal submission and enquiries concerning that solicitation. No other communications are to be forwarded to this address.

2.4.3 Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater.

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

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

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

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

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

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

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



- 2.4.4** Canada requires that each proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of [2003](#) (2020-05-28) *Standard Instructions - Goods or Services - Competitive Requirements*.
- 2.4.5** It is the Bidder's responsibility to:
- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - (b) prepare its proposal in accordance with the instructions contained in the RFP;
 - (c) submit by closing date and time a complete proposal;
 - (d) send its bid only to the address specified on page 1 of the bid solicitation;
 - (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the proposal; and,
 - (f) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.6** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- 2.4.7** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.8** A proposal cannot be assigned or transferred in whole or in part.

2.5 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

- 2.5.1** All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than five (5) days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- 2.5.2** Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.
- 2.5.3** Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.6 APPLICABLE LAWS

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



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

2.7 ENTIRE REQUIREMENT

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

2.8 DEBRIEFINGS

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

2.9 CHALLENGES

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

2.10 NO PROMOTION OF BIDDERS INTEREST

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

2.11 LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.

2.12 INCAPACITY TO CONTRACT WITH GOVERNMENT

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

- (a) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#); or
- (b) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#); or



- (c) section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#); or
- (d) section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#); or
- (e) section 239 (*False or deceptive statements*) of the [Income Tax Act](#); or
- (f) section 327 (*False or deceptive statements*) of the [Excise Tax Act](#); or
- (g) section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#); or
- (h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- (i) any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 PROPOSAL PREPARATION INSTRUCTIONS

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

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

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

3.2 TECHNICAL PROPOSAL INSTRUCTIONS

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

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

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

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

3.3 FINANCIAL PROPOSAL INSTRUCTIONS

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

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

3.4 FIRM PRICE

3.4.1 Bidders must quote an all-inclusive Firm Price in Canadian dollars (CAD) as detailed in Annex B, Basis of Payment. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.

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



3.5 FIRM HOURLY RATES

- 3.5.1** Bidders must quote Hourly Rates in Canadian dollars (CAD) as detailed in Annex B, Basis of Payment. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, and all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option).
- 3.5.2** The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.
- 3.5.3** All payments will be made according to the terms of payment set out in the Draft Contract.

3.6 DISBURSEMENT OR OTHER DIRECT EXPENSES

Canada will reimburse the Contractor for the direct expenses reasonably and properly incurred by the Contractor in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

3.7 CERTIFICATIONS

Section III: to be labeled "**Certifications**";

Bidders must submit the certifications required under ATTACHMENT 1 TO PART 3 – CERTIFICATIONS.

3.8 INSURANCE REQUIREMENTS

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

3.9 SACC MANUAL CLAUSES

B7500C (2006-06-16), Excess Goods



ATTACHMENT 1 TO PART 3 – CERTIFICATIONS

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

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

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

A1. CERTIFICATIONS REQUIRED WITH THE BID

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

A1.1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

A2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

A2.1. INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 TECHNICAL EVALUATION

Mandatory technical evaluation criteria are included in ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

4.3 BASIS OF SELECTION- MANDATORY TECHNICAL CRITERIA

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



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

Name of Firm _____

Contact Person: _____ Email: _____

Proposed Water Bottle Brand _____ Proposed Water Dispenser Brand _____

MANDATORY CRITERIA:

Item	Description: Bottle Drinking Water	Compliant Y/N	Substantiate how the requirement is Met by providing documentation required.
M1	Must meet all the requirements detailed at 5.1 Purified Bottled Drinking Water in Annex A		
M2	Must meet all the requirements detailed at 5.2 Water Dispensers in Annex A		
M3	Must meet all the requirements detailed at 5.3 Certificates/Licenses in Annex A		
M4	Must meet all the requirements detailed at 5.4 Experience in Annex A		



PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

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

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

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

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

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

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

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

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

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

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

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

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

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



5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- (a) Articles of Agreement;
- (b) General Conditions 2010C (2020-05-28) Services (medium complexity);
- (c) General Conditions 2010A (2020-05-28) Goods (medium complexity);
- (d) Statement of Work (Annex A);
- (e) Basis of Payment (Annex B);
- (f) Contractor's bid dated yyyy-mm-dd (*Inserted at Contract award*).

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

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Canada's Representative

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

Name:
Title:
Department of Foreign Affairs, Trade and Development
Directorate:
Address:
Telephone:
E-mail address:

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

5.3.2 Project Authority

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

Name:
Title:
Department of Foreign Affairs, Trade and Development
Directorate:
Address:
Telephone:
E-mail address:

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by Canada's Representative.



5.3.3 Communication and Notices

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

5.3.4 Management of the Contract

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

5.3.5 Contractor's Representative

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

Name:
Title:
Company:
Address:
Telephone:
E-mail address:

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

5.3.6 Amendment

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

5.3.7 Assignment

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

5.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

5.5 GENERAL CONDITIONS

General Conditions 2010C (2020-05-28) Services (medium complexity) and General Conditions 2010A (2020-05-28) Goods (medium complexity), apply to and form part of the Contract.



5.6 ENTIRE AGREEMENT

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

5.7 APPLICABLE LAWS

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

5.8 NUMBER AND GENDER

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

5.9 POWERS OF CANADA / STATE IMMUNITY

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

5.10 TIME OF THE ESSENCE

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

5.11 EXCUSABLE DELAY

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

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

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

5.11.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

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



5.11.4 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

5.12 SEVERABILITY

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

5.13 SUCCESSORS AND ASSIGNS

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

5.14 SURVIVAL

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

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work

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

5.15.2 Period of the Contract

The period of the Contract is from _____ to _____ inclusive. (to be entered at contract award.)

5.15.3 Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year option periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment at Annex B.

5.15.4 Exercise of Option to Extend

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

5.15.5 Independent Contractor

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



5.15.6 Conduct

The Contractor must:

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

5.15.7 Assigned Individuals

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

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

5.15.8 Resources

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

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

5.15.9 Replacements

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

5.15.10 Compliance with Local Law

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

5.15.11 Inspection and Acceptance

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



5.15.12 Security Requirements

There are no Security requirements associated with this requirement, however, Contractor's personnel will be escorted and placed under supervision of High Commission's personnel at all times during the performance of the Work.

5.15.13 Green Procurement

5.15.13.1 The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

5.15.13.2 The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

5.16 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.17 HEALTH AND SAFETY

Contractor must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Contractor must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practise physical distancing, practise proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Contractor is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.

5.18 PAYMENT TERMS

5.18.1 Basis of Payment

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



5.18.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed _____ (*INSERT CURRENCY*) (*inserted at Contract award*). Customs duties are *included/excluded/subject to exemption* and Applicable Taxes are extra.

No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Canada's Representative before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Canada's Representative. The Contractor must notify Canada's Representative in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
- 4 months before the end of the Period of the Contract, or
- as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to Canada's Representative a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.18.3 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.18.4 Method of Payment – Monthly Payments

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

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

5.18.5 Audit

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

5.18.6 Invoicing Instructions

5.18.6.1 The Contractor must ensure that each invoice it provides to Canada

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



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

5.18.7 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of 2010A (2020-05-28) *General Conditions – Medium Complexity – Goods* and subsection 13 of 2010C (2020-05-28) *General Conditions – Medium Complexity – Services* to apply for the sole purpose of calculating interest on overdue accounts.

5.18.8 Termination Payments

If a termination for convenience notice is given pursuant to section 24 of 2010A (2020-05-28) *General Conditions – Medium Complexity – Goods* and section 22 of 2010C (2020-05-28) *General Conditions – Medium Complexity – Services* the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.18.9 Remittance to appropriate tax authority

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

5.19 SUSPENSION AND INFRACTION

5.19.1 Suspension of the Work

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

5.19.2 Infraction

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

5.20 INSURANCE TERMS

5.20.1 Insurance at Discretion of Contractor

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



5.21 GOVERNANCE AND ETHICS

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

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

5.21.2 Incapacity to Contract with the Government

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

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

5.21.3 Anti-Terrorism

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



5.22 DISPUTE RESOLUTION

5.22.1 Discussion and Negotiation

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

5.22.2 Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act (S.C. 1996, c. 16) will, on request and consent of the parties to bear the cost of such process, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.



ANNEX A – STATEMENT OF WORK

1.0 Title:

- 1.1 Bottled Drinking Water and Water Dispensers

2.0 Objective(s):

- 2.1 To supply and deliver purified bottled drinking water within the Chancery and to approximately fifty (50) residential units for Staff of the High Commission of Canada in Nairobi, Kenya including refill bottles, water dispensers and bottle racks.
- 2.2 The High Commission of Canada office is located on Limuru road just before the Gigiri turn off to the U.N. junction. Residents are located in the various residential accommodations areas but are not limited to Runda, New Muthaiga, Spring Valley, Windsor Park, Rosslyn lone tree and Karura Avenue.

3.0 Background:

- 3.1 Purified bottled drinking water is required at the High Commission of Canada in Nairobi, Kenya and residential areas where potable water is not readily available for consumption.

4.0 Scope:

- 4.1 The Contractor must produce and supply bottled drinking water, water dispensers and provide repair services on as needed basis for the duration of this contract. The Contractor must ensure that all bottled drinking water and water dispensers meet the required specifications as detailed in item 5.0 Specifications.
- 4.2 The Contractor must provide comprehensive details and a photograph of the type and make of dispensers to be supplied, brand name of water to be supplied, and security deposits required for the equipment and empty bottles (if applicable).

5.0 Mandatory Requirements:

5.1 Purified Bottled Drinking Water:

- 5.1.1 Detailed purification process or on-site treatment must be described. Describe if water is mineral, spring or purified and specify if distilled, carbonated or demineralized and provide the detailed process of purification which must be multi-stage filtration including micro filtration, reverse osmosis, distillation, ozonation or the application of ultraviolet light. Minimum quality standard required is KENYA STANDARD KS EAS 12: 2014.
- 5.1.2 Water bottles/carboys must be 18.9L and 10L in size.
- 5.1.3 Plastic used in production of the bottles should be made of Polyethylene terephthalate (PET or PETE) or polyethylene (PE) - high-density polyethylene (HDPE) for 18.9L bottle is acceptable and, low-density polyethylene (LDPE) for the 10L bottles is acceptable.
- 5.1.4 Bottles must be Bisphenol A (BPA) free.
- 5.1.5 Bottles must have a seal and cap to ensure contamination and leak proof, reduce spillage/splashing when placing the bottle on the water dispenser and prevents air from entering the bottle.
- 5.1.6 Bottles must have labels with the common name, Company name, address and contact information, date of manufacture, best before date, net quantity, basic nutritional information and/or chemical analysis, list of ingredients, description of the type of treatment applied, if any, and geographical source of water. If mineral water add dissolved mineral salt content.



- 5.1.7 Detailed process for cleaning and sanitization of the recycled bottles before refilling, the cleaning agents (including the chemical name, manufacturer, trade name and code number) used and hygiene precautions taken during the process to avoid bacterial contamination and ensure recycling process efficacy, must be provided. Additionally, the Contractor must demonstrate through provision of a quality control program and water safety plan that will be maintained to ensure that any chemical and microbial contaminants resulting from the cleaning and sanitization of the recycled bottles are removed and neutralized to levels that will be safe to the consumers. The bottled drinking water must maintain a minimum quality standard KENYA STANDARD KS EAS 12: 2014. Additionally, the process of sanitization and disinfecting of carboys must be in accordance with the provisions of the AWWA (American Water Works Association) Standard for Disinfecting Water Mains (C651), AWWA Standard for Disinfection of Water Storage Facilities (C652), AWWA Standard for Disinfection of Water Treatment Plants (C653), and AWWA Standard for Disinfection of Wells (C654) or an equivalent procedure that ensures the safety of drinking water that is delivered to consumers.
- 5.1.8 Must provide sturdy holding racks that can accommodate at least six 18.9L bottles vertically.

5.2 Water Dispensers:

- 5.2.1 Must have the capacity to hold 18.9 L and 10 L sizes of bottled water.
- 5.2.2 Must be electric and energy efficient.
- 5.2.3 Must have refrigeration system for cooling water.
- 5.2.4 Must have inlet mechanism that allows water in to the cooler with a support structure at the top of the dispenser including a removable baffle or no spill device to minimize spillage and splashing.
- 5.2.5 Must have heating sub-system for hot water delivery.
- 5.2.6 Must have on demand reservoir to hold the water ready for dispensing.
- 5.2.7 Must have outlet system with identifiable hot and cold-water faucets/taps (e.g. color coded to differentiate the cold-water faucet from the hot water faucet) and a drip tray preferably with screen.
- 5.2.8 Must be easy to dismantle when cleaning and/or sanitizing.
- 5.2.9 Filters must be designed to remove particulates from the air that enter the bottle as the water level drops during dispensing.
- 5.2.10 Water dispenser taps must be designed to be easily removed or replaced when faulty or broken.
- 5.2.11 Self-cleaning water dispensers would be preferred, but not a mandatory requirement.

5.3 Certificates/Licenses:

- 5.3.1 Must ensure they meet the most current standards (within the last one year) and have a valid KEBS certification (KS 459-7) for purified water supply and bottling with minimum quality standard KENYA STANDARD KS EAS 12: 2014. Provide a copy of the permit by the Kenya Bureau of Standards for use of their standardization mark.
- 5.3.2 Must have a membership of the International Bottled Water Association or equivalent international body.
- 5.3.3 Must provide recent lab results of the water from source without treatment from a quality lab certified by the National Environment Management Authority (NEMA). The lab results must include testing for the PH, temperature, turbidity, chlorine content, dissolved mineral salts/ solids and metals, for chemical contamination, suspended solids, hardness, taste, odour, microbiological test for total coliform bacteria and ecoli.
- 5.3.4 Must provide recent (within the last one year) lab results of the bottled drinking water after applicable treatment to ensure the water is potable from a quality lab certified by NEMA. The lab results must include testing for microbiological total coliform bacteria and ecoli, chemical contamination, suspended solids, dissolved mineral salts and odor.
- 5.3.5 Must provide proof of Certificate of registration.
- 5.3.6 Must provide Certificate of incorporation.
- 5.3.6 Must provide Tax compliance certificate.



5.4 Experience:

- 5.4.1 The Contractor must possess recent experience in production and supply of purified bottled drinking water of similar size and scope as the requirement identified in the Annex A - Statement of Work. Recent in this case means experience within the last ten years.
- 5.4.2 The Contractor must provide details and references for contracts of similar size and scope as follows:
- Similar clients (Embassies, Government institutions, Corporations, NGOs);
 - Supply of similar quality and quantities (200 bottles or more within a day's supply);
 - Supply to a similar number of locations within a day (25 or more different locations).
 - Value of contracts
 - Contact person
- 5.4.3 The Contractor's proposed resources must have experience in delivery and maintenance of bottled water and water dispensers.

6.0 Contractor's Tasks/Responsibilities:

- 6.1 Contractor must supply on average 80 bottles (18.9 L) of purified water per week to the Chancery. Please note that the actual number of bottles delivered per week will vary.
- 6.2 Contractor must supply on average 120 bottles (18.9 L) of purified water per week to approximately 40-50 residential units. Please note that the actual number of bottles delivered per week will vary.
- 6.3 Contractor must deliver every week on the same delivery day during working hours (07h30 to 16h00 on Mondays to Thursdays and 07h30 to 13h00 on Fridays).
- 6.4 Should the delivery date fall on a public holiday, Contractor shall schedule delivery on the previous working day or at most on the next working day as agreed with the High Commission of Canada.
- 6.5 Contractor shall lease out and maintain fifteen (15) to thirty (30) water dispensers at the Chancery. The actual number could vary throughout the contract period.
- 6.6 Contractor shall lease out and maintain forty (40) to one hundred (100) water dispensers at the residential units. The actual number could vary throughout the contract period.
- 6.7 Contractor shall lease out and maintain fifteen (15) to thirty (30) water bottle racks at the Chancery. The actual number could vary throughout the contract period.
- 6.8 Contractor must supply hot and cold water faucets for replacement when faulty or broken.
- 6.9 Contractor must notify the High Commission of Canada within 6 business hours in the event that the Contractor does not deliver at any location and arrange with the High Commission's Project Manager the delivery of the purified bottled water within the next 24 hours.
- 6.10 The Contractor shall supply clean bottles of water (without dust and/or mud), that have intact seals and are complete (without leakage). In the event of any breakdown, malfunction of, or damage to the bottles, equipment or water dispensers the Contractor shall, within 24 hours upon notification by the High Commission of Canada, repair or replace damaged (broken/malfunctioning) water bottles and dispensers and maintain them in good working order.
- 6.11 Contractor shall supply large quantities (up to 500 at a time) of purified bottled water within 6 business hours'



notice in case of an emergency.

- 6.12 Contractor shall maintain, repair and replace water dispensers and racks within 48 hours' notice.
- 6.13 The Contractor must ensure water in the bottle is free of debris and bottle seals intact when filled with water.
- 6.14 The Contractor must ensure that in the case of any damage and/or bodily injuries caused by defective equipment provided by the Contractor, the Contractor shall be liable.
- 6.15 The Contractor shall be responsible for all leased equipment and the High Commission of Canada shall not be responsible for general wear and tear of the equipment provided (water dispenser and bottle racks) by the Contractor during the period of the contract.
- 6.16 The Contractor shall be responsible for all leased equipment, and all equipment supplied under this contract shall remain the property of the Contractor and shall be in good order when supplied.
- 6.17 Contractor shall be responsible and liable for any damage caused to the property or anything within the properties while at the delivery locations, because of negligence by the Contractor and/or the Contractor's staff during deliveries.
- 6.18 The Contractor collection of empty bottles shall be from the front door or garage area or the gate of each residential unit, as applicable, during deliveries at residential units.
- 6.19 The Contractor shall carry out maintenance/sanitization service of all supplied water dispensers at least bi-annually.
- 6.20 The Contractor must provide Sanitization Manual detailing the sanitization process, the detergent(s) used and the components of the detergent(s).
- 6.21 Contractor must have a covered delivery vehicle with capacity of approximately 300 bottles.

7.0 Deliverables:

- 7.1 The Contractor must provide annual facility inspection by a third party international organization, ideally the International Bottled Water Association and continuous compliance with the Organization's code of conduct that addresses all the stages of the bottled water production.
- 7.2 The Contractor must provide quarterly water quality reports by the Kenya Bureau of Standards or similar organization to verify quality, purity and checking for conformity to standards of the purified bottled drinking water.
- 7.3 The Contractor shall send the list of the number of purified water bottles delivered to each residential unit and the Chancery for every delivery day within the original invoice by the 10th day of each month for reconciliation using the format below:

Address	Consumption—Month and year(e.g. June 2020)					Total
	Week 1 Date (DD-MM)	Week 2 Date (DD-MM)	Week 3 Date (DD-MM)	Week 4 Date (DD-MM)	Week 5 Date (DD-MM)	
e.g. #000 Runda Drive	2	3	1	3	2	11



7.5 The Contractor to provide delivery note accompanying all deliveries made by the contractor, signed by the contractor's delivery person and the High Commission of Canada's representative receiving the bottled water replenishment. One copy of the delivery note shall be left with or delivered to the Contract/Project Manager at the High Commission of Canada' and the other one retained by the contractor and attached during account billing.

7.5.1 The following information is required on all delivery notes which are attached to the invoice during billing:

- a) Company's letter head
- b) Delivery note number
- c) Date of delivery
- d) The Client name – High Commission of Canada and the relevant address (the High Commission of Canada will provide a list of all the residential unit addresses)
- e) Number of bottles delivered
- f) Name and signature of the Delivery Staff representing the Contractor
- g) Name, position and signature of the High Commission of Canada's representative
- h) Allowance for comments

Example of Delivery Note:

STAFF QUARTERS' DELIVERIES - HIGH COMMISSION OF CANADA - WEDNESDAY 18/03/2020					
PHYSICAL LOCATION	Quantity of bottled water delivered	Name and capacity of High Commission of Canada Representative signing (MUST be two names and specifying if Occupant, Housekeeper, Gardener or Security Personnel)	Signature of the High Commission of Canada Representative	Name and signature of the delivery personnel. (MUST be two names)	Comments (e.g. additional bottles received with no empties or broken bottles.



7.5.2 The following information is required on all the invoices:

- a) Company's letter head
- b) Contract number
- c) Invoice number
- d) Attention: High Commission of Canada, Property section
- e) Month and year of consumption
- f) Number of total bottles or faucets (taps) as applicable delivered that month.
- g) Capacity of the bottles delivered (18.9 liters)
- h) Unit price (exclusive of Value Added Tax (VAT))
- i) Total price (quantity delivered multiply by the unit price = vatable amount)
- j) Value Added Tax amount
- k) Invoice total
- l) Electronic Tax Receipt with PIN number

7.5.3 The Contractor shall provide delivery notes and invoices that include the Electronic Tax Receipt (ETR) under the letter head of the Company.

8.0 Constraints:

All access to the High Commission of Canada properties must be booked at least 24 hours prior to accessing any of the said properties. Contractor's personnel will be escorted by the security officer or designated representative of the High Commission of Canada at all time.



ANNEX B – Basis of Payment

Prices are all-inclusive and applicable taxes are excluded from the prices quoted below and will be shown as a separate item on the invoice.

Estimated quantity are for evaluation purposes only and not to be construed as a firm commitment from Canada. Actual usages may vary from these amounts.

Initial Contract Period:

Description	Estimated Quantity per Year	Unit of Measure	Year 1 08/01/2021 to 07/31/2022	Year 2 08/01/2022 to 07/31/2023	Year 3 08/01/2023 to 07/31/2024	Subtotal
18.9 L bottle/carboy size bottled drinking water (includes bottle deposit)	9600	EA				
10 L bottle/carboy size bottled drinking water (includes bottle deposit)	500	EA				
Lost or damaged bottles for 18.9 L bottle/carboy	10	EA				
Lost or damaged bottles for 10 L bottle/carboy	10	EA				
Rental/Lease of Water Dispensers	55	EA				
Rental/Lease of Racks	2	EA				
Repair/Maintenance of Water Dispensers & Racks	10	HR				
Estimated Total Value:						



Option Periods:

Description	Estimated Quantity per Year	Unit of Measure	Option Year 1 08/01/2024 to 07/31/2025	Option Year 2 08/01/2025 to 07/31/2026	Subtotal
18.9 L bottle/carboy size bottled drinking water (includes bottle deposit)	9600	EA			
10 L bottle/carboy size bottled drinking water (includes bottle deposit)	500	EA			
Lost or damaged bottles for 18.9 L bottle/carboy	10	EA			
Lost or damaged bottles for 10 L bottle/carboy	10	EA			
Rental/Lease of Water Dispensers	55	EA			
Rental/Lease of Racks	2	EA			
Repair/Maintenance of Water Dispensers & Racks	10	HR			
Estimated Total Value:					

Note: 10 L bottle/carboy shall be on as and when needed basis.

Signature

Name and Title of the Contractor's Representative

Date