



CANADA'S REPRESENTATIVE

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MISSION PROCUREMENT – AAO
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Request for Proposals (RFP)

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

TITLE 30 kva Diesel Generators, Harare, Zimbabwe	
SOLICITATION NO. 22-194943	DATE June 28, 2021
PROPOSAL DELIVERY In order for the proposal to be valid, it must be received no later than 14:00 pm EDT (Ottawa, Ontario time) on July 13, 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 #: 22-194943	
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), the Basis of Payment (Annex B), Insurance Requirement (Annex C), Mandatory Site Visit Certification (Annex D),

1.2 SUMMARY

- 1.2.1** 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, deliver and install two (2) FG Wilson or equivalent 30 kva Diesel Generator set to the Embassy of Canada properties in Harare Zimbabwe, as described in the Statement of Work (Annex A).
- 1.2.2** The Work is to be performed from contract award date (tentatively set for August 1, 2021). However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date.
- 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)

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/1/2003/23) (2020-05-28) Standard Instructions - *Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>), are incorporated by reference into and form part of the bid solicitation.

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

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

Delete: sixty (60)

Insert: one hundred and twenty (120)

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

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

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

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed 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 SITE VISIT – MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the site visits. The mandatory site visits will be held on the same day. Bidders will arrive at the first location and then travel to the second location on July 5, 2021. Bidders must arrive and check in at 8:00 am.

1st location: 17 Bowood Road Harare Mount Pleasant ZIMBABWE

2nd location: Inanda Close Harare Mount Pleasant ZIMBABWE

Bidders are requested to confirm their attendance with Canada's Representative no later than three (3) working days before the site visit and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit by signing the Mandatory Site Visit Certification at Annex D.

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

This site visit will be the only opportunity during the bidding process to ascertain the electrical load characteristics, the generator set concrete pad placement, the connections with the utility company and the general conditions of the site.

Please note, any travel and other costs associated with attending a Bidders' site visit form part of "Bid Costs" as per [2003 \(2020-05-28\) Standard Instructions - Goods or Services - Competitive Requirements](#), and will not be reimbursed by Canada.

2.6 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

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



2.7 APPLICABLE LAWS

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

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

2.8 ENTIRE REQUIREMENT

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

2.9 DEBRIEFINGS

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

2.10 CHALLENGES

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

2.11 NO PROMOTION OF BIDDERS INTEREST

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

2.12 LEGAL CAPACITY

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



2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT

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

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

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 (CAD) on the attached form Financial Proposal Form. 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 Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Zimbabwe stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex “C”.

If the information is not provided in the bid, the Canada’s Representative will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Canada’s Representative and meet the requirement within that time period will render the bid non-responsive.

3.9 SACC MANUAL CLAUSE

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders.

ATTACHMENT 1 TO PART 3 – CERTIFICATIONS

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

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

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

A1. CERTIFICATIONS REQUIRED WITH THE BID

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

A1.1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

A2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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



the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

A2.1. INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

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

A2.2. STATUS AND AVAILABILITY OF RESOURCES

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

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

A2.3. 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.

CERTIFICATION STATEMENT

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

Name & Signature of Authorized Individual

Date



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 TECHNICAL EVALUATION

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

4.3 BASIS OF SELECTION

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 72 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. Neither the responsive bid 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.



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

Technical Bid 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.

Technical Bid must be based on using materials specified by trade or manufacturer's names where specified in the solicitation documentation. 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 2.6 Communications, enquiries, suggest improvements. Approved alternatives will be incorporated in the specification by issuance of addenda to the solicitation documents.

Technical Bids 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.



MANDATORY CRITERIA				
Criteria#	Description	Compliant Yes / No		
M1	The Bidder must have a minimum of five (5) years' experience in installation Generators in Residential Capacities. Including all associated making good required to be undertaken during the installation, including but not limited to paving, reinstatement of path ways, digging and back filling of trenches. All works to have been undertaken in the last five (5) years from bid closing date.			Bidder should provide the following: <ul style="list-style-type: none"> • a summary of their experience relating to the project; • a min of 5 years' experience between 2015 to 2020.
M2	The Bidder must possess a Commercial License for Contracting Building work on commercial property, granted by the relevant state management agencies in charge of construction.			Bidder should provide a copy of the classification license for proof of their competence to install generators.
M3	The proposed Project Manager must have a minimum of five (5) years' experience as a project manager in undertaking the installation of generators and any groundworks, paving and all other associated ground works required for this project obtained in the past five (5) years to bid closing date.			The Project Manager should provide their curriculum vitae (CV) which demonstrates the following: <ul style="list-style-type: none"> • a summary of their experience; • 5 years' experience between 2015 to 2020.
M4	The proposed Site Manager must have a minimum of five (5) years' experience as a project manager in undertaking the installation of generators and any groundworks, paving and all other associated ground works required for this project obtained in the past five (5) years to bid closing date.			The Site Manager should provide their curriculum vitae (CV) which demonstrates the following: <ul style="list-style-type: none"> • a summary of their experience; • 5 years' experience between 2015 to 2020.
M5	Bidders proposed generator must meet the specifications details at Annex A, Statement of Work			
M6	Site Visit – The bidder is to attend site to assess the best location for the generator and also calculate cabling lengths for the operation of the equipment as detailed in the scope of works.			



POINT-RATED

Rated#	Description	Max Points	Points Awarded	Compliance
R1	<p>Describe proposed strategy for delivering the Project. The supply and install new 30 kva Diesel Generator set to each of the following addresses:</p> <ul style="list-style-type: none"> • 17 Bowood Road Harare Mount Pleasant ZIMBABWE • 5 Inanda Close Harare Mount Pleasant ZIMBABWE 	30		<p>Information to be submitted:</p> <ol style="list-style-type: none"> 1. the name and role of each individual Proponent team member for each project milestone; 2. a project organization chart showing trade titles of all Proponent team resources named for the Project; and 3. a list of Proponent Team, sub-consultants and other specialists and describe how this team will work together to execute the various phases of the Work. <p>(15 points per location. Total of 30 points)</p>
R2	<p>Describe recent Corporate experience on projects of similar size and scope as described in the Statement of Work.</p> <p>“Recent” is defined as work in the past five (5) years to bid closing date.</p> <p>“Similar” is defined as installation of Generators and Associated Works</p>	30		<p>Bidder should submit three (3) recent projects of similar size and scope. The following should be provided for each project:</p> <ul style="list-style-type: none"> •Title of project •Location of project (city, country) •Client name •Brief description of project scope; •Value of construction work (USD) •Work period <ul style="list-style-type: none"> ▪ Start date of work (month, year) ▪ End date of work (month, year) •Corporate role in the project <p>(10 points per project. Total of 30 points)</p>
R3	<p>Describe Site Manager Experience on projects of similar size and scope as described in the Statement of Work.</p> <p>“Recent” is defined as work in the past ten (10) years to bid closing date.</p> <p>“Similar” is defined as an Installation of Generators in Residential properties and Ground Works to make good the disturbed areas etc.</p>	30		<p>The Site Manager should submit three (3) recent projects of similar size and scope. The following should be provided for each project:</p> <ul style="list-style-type: none"> •Title of project •Location of project (city, country) •Client name •Brief description of project scope •Value of construction work •Work period <ul style="list-style-type: none"> ▪ Start date of work (month, year) ▪ End date of work (month, year) •Description of services provided by Site Manager <p>(Max 10 points per project. Total of 30 points)</p>



POINT-RATED				
Rated#	Description	Max Points	Points Awarded	Compliance
R4	<p>Describe Superintendent Experience on projects of similar size and scope as described in the Statement of Work.</p> <p>“Recent” is defined as work in the past ten (10) years to bid closing date.</p> <p>“Similar” is defined as installation of generators of similar size in residential properties of a construction value over \$65,000 CAD or above.</p>	30		<p>Superintendent should submit three (3) recent projects of similar size and scope. The following should be provided for each project:</p> <ul style="list-style-type: none"> •Title of project •Location of project (city, country) •Client name •Brief description of project scope •Value of construction work (CAD \$) •Work period <ul style="list-style-type: none"> ▪ Start date of work (month, year) ▪ End date of work (month, year) •Description of services provided by Site Manager/Superintendent <p>(Max 10 points per project. Total of 30 points)</p>
Maximum Points Available		120		
Minimum Pass Score (60%)		72		

Scoring Chart:

Score	Evaluation	Definition
10	Outstanding	Comprehensive and complete in all details; exceeds all requirements and objectives.
8	Excellent	Substantial response in clearly definable detail; meets all critical requirements; demonstrates full understanding.
5	Good	Meets all minimum requirements; demonstrates partial understanding.
2	Poor	Misses some requirements, demonstrates partial understanding; some detail missing.
0	Unsatisfactory	No data/incomplete bid; lacks understanding.



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) Insurance Requirements (Annex C);
- (g) Mandatory Site Visit Certification (Annex D);
- (h) 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 Delivery Date

While the delivery is requested on August 1 2021, the best delivery that could be offered is _____.
(Inserted at Contract award)

5.15.3 Period of the Contract

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



5.15.4 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.

5.15.5 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.

5.15.6 Time

For the purposes of this Contract, a full day of Work is any period of seven and one half (7.5) hours within any twenty-four (24) hour period. If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.

5.15.7 Overtime – Fixed Time Rate

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Canada's Representative. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

5.15.8 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.



5.15.9 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.

5.15.10 Replacements

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

5.15.11 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 Ottawa, ON Canada.

5.15.12 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.

5.15.13 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 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 Canada's Representative before their incorporation into the Work.

5.18.3 Method of Payment – Multiple Payment

Canada will pay the Contractor upon completion and delivery of units 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 delivered has been accepted by Canada.

5.18.4 Audit

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



5.18.5 Invoicing Instructions

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

- (a) is submitted in the Contractor's name;
- (b) is submitted 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.

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

5.18.6 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of 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.

5.18.7 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.

5.18.8 Remittance to appropriate tax authority

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



5.19 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 must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Canada's Representative within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Canada's Representative, forward to Canada a certified true copy of all applicable insurance policies.

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:

Supply & Installation of Electrical Generators & Associated Systems

2.0 OBJECTIVE:

The contractor must supply, deliver and install two (2) generator sets for the Canadian Embassy owned properties located in Harare, Zimbabwe.

3.0 BACKGROUND:

Both properties currently have generators installed, however they are at the end of their life cycle. The contractor is to liaise with the Mission to determine the best locations for the replacement generator. The contractor is to allow for all items, equipment, cabling etc. as installing a new system as well as the commissioning of the new generators as required.

4.0 SCOPE:

The contractor must supply, deliver and install two (2) new 30 kva Diesel Generator sets to the following addresses;

- 17 Bowood Road Harare Mount Pleasant ZIMBABWE
- 5 Inanda Close Harare Mount Pleasant ZIMBABWE

The exact locations of the generator will be agreed upon at the site visit.

5.0 TECHNICAL SPECIFICATION:

The generators are to be minimum 30 kva FG Wilson Diesel Generator or equivalent. The genset shall be rated for (230 volts,) 3 phase @ (50) Hertz continuous operation prime power. The bidder is to bid for the F G Wilson brand and advise if they are proposing an equivalent generator. The price for the equivalent generator should be added as an option.

5.1 ENGINE:

The engine shall be diesel P33-3 and rated for prime power heavy duty commercial continuous duty or equivalent.

5.1.1 Governor:

The engine shall have a mechanical governor compliant with BS5514, Class 1.

5.1.2 Electrical System:



The engine electrical system shall be 12-volt DC consisting of an energized-to-run shutdown solenoid, oil pressure and water temperature shutdown switches, and gauge senders.



5.2 COOLING SYSTEM:

The cooling system shall consist of a radiator and cooling fan complete with protection guards, designed to cool the engine at specified output up to 52°C (125°F).

5.3 ENGINE FILTRATION SYSTEM:

The engine shall include the following filters: cartridge type air filters, fuel filters and full flow lube oil filters. All filters shall have replaceable elements.

5.4 EXHAUST SYTEM:

The exhaust system shall consist of a heavy duty industrial capacity exhaust silencer.

5.5 ELECTRICAL SYSTEM:

The electrical system shall be a 12-volt system complete with battery charging alternator, axial type starter motor, static battery charger, high capacity maintenance free lead acid battery, battery rack mounted on the base plate, and heavy duty interconnecting cables with terminations.

5.6 ALTERNATOR:

The alternator shall be a 12 wire re-connectable, screen protected and drip-proof, self-exiting, self-regulating brushless type, with fully interconnected damper windings, IC06 cooling system and sealed-for-life bearings.

5.6.1 Insulation:

The insulation system shall be class H. All windings shall be impregnated in either, a triple dip thermo-setting moisture, oil and acid resisting polyester varnish or vacuum pressure impregnated with a special polyester resin. A heavy application of conforming coating and varnish is also required for additional protection against moisture or condensation.

5.6.2 Electrical Characteristics:

Electrical design in accordance with BS5000 - Part 99, IEC34-1, UTE51100, NEMA MG-122.

5.6.3 Automatic Voltage Regulator (AVR):

The fully sealed automatic voltage regulator shall maintain the voltage within the limits of +/- 1.5% from no load to full load, including cold to hot variations at any power factor between 0.8 lagging and unity, and inclusive of a speed variation of 4.5 %. Nominal adjustments shall be by means of a trimmer incorporated in the AVR.

5.6.4 Waveform distortion, THF and TIF Factors:

The total distortion of the voltage waveform with open circuit between phases or phase and neutral shall **(be less than 5% total no load to full linear load)** be in the order of 2%. On a 3 phase balanced harmonic free load the total distortion shall be in the order of 3.5%. Machines shall be designed to have a THF less than **(3%) 2%** and TIF less than 50. A 2/3 pitch factor is standard on all stator windings.



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5.6.5 Radio Interference:

Suppression shall be in line with the provisions of BS800 and VDE Class G and N. An overload capacity equivalent to 160% of full load impedance at zero power factors shall be sustained for 10 seconds.

5.7 MOUNTING ARRANGEMENT:

The mounting arrangement shall be as follows:

5.7.1 Base frame:

The complete generator set shall be mounted, as a whole, on a heavy duty fabricated, welded base frame. The base frame shall incorporate specially designed lifting points.

5.7.2 Coupling:

The engine and alternator shall be directly coupled by means of an SAE flange so that there is no possibility of misalignment after prolonged use. The engine flywheel shall be flexibly coupled to the alternator rotor and a full torsional analysis shall have been carried out to guarantee no harmful vibration will occur in the assembly.

5.7.3 Anti-Vibration mounting Pads:

Anti-vibration pads shall be affixed between engine/alternator feet and the base frame, thus ensuring complete vibration isolation of the rotating assemblies **and enabling the machine to be placed on an uneven surface without any detrimental effects.**

5.7.4 Safety Guards:

The fan, fan drive and battery charging alternator drive shall be fully guarded for personal protection. A stone guard shall protect the radiator from accidental damage.

5.8 FUEL SYSTEM:

The base frame design shall incorporate an integral fuel tank with a minimum capacity of approximately 1000 litres for smaller units, or sized for a *minimum of two days continuous operation, whichever is greater*. The tank shall be supplied complete with contents indicator, fuel fill cap with breather, fuel feed and return lines to engine, and drain plug. All fuel tanks shall meet Environment Canada safety requirements.



5.9 CONTROL SYSTEM:

5.9.1 Control Panel:

Set mounted control panel shall be equipped as follows:

5.9.1.1 Instruments:

- Voltmeter
- Ammeter
- Frequency Meter
- Battery Condition voltmeter
- Hours run Meter
- Coolant Temperature
- Oil Pressure Gauge

5.9.1.2 Controls:

- Run/Stop/Auto Switch, 7 Positions
- Ammeter Phase Set Switch, 4 Phase
- Terminals for Remote Start
- Emergency Stop button
- 3 Attempt Start timer
- Lamp Test Pushbutton
- Cool down timer
- Remote annunciator Interface
- Contacts for Generator running
- Contacts for Common Fault Alarm

5.9.1.3 Shutdown and Alarm Protection Devices with indications for:

- High coolant Temperature
- Low Oil pressure
- Fail to Start
- Over speed
- Low Battery voltage (Indication only)
- Battery Charger Failure (Indication only)
- Approaching High Engine temperature (Indication only)
- Approaching Low Oil pressure (Indication only)
- Not in Auto (Indication only)

5.9.1.4 DC and AC Wiring Harness:

DC and AC wiring harness utilizing industrial type multi-pin connectors, thus permitting fast fault finding and simple retrofitting of alternative or remote control systems.

5.9.1.5 Circuit Breaker:

3 Pole moulded case circuit breaker mounted on the generator in a vibration isolated sheet box with adequate access for incoming and outgoing cables.



5.10 AUTOMATIC TRANSFER SWITCH:

The wall mounted automatic transfer panel shall contain all the control logic to automatically switch the load between the mains supply and the generator set. Only a 2 wire control inter-connection to the generator set control panel is necessary.

5.10.1 Features:

The following features are included with the transfer switch:

- Mode selector switch: Test With Load/Auto/Test Without Load
- Mains voltage sensing relays (adjustable)
- Delay on start timer (adjustable)
- Delay on start timer (adjustable)
- Delay on retransfer timer (adjustable)
- Cool down timer (adjustable)
- Lamp test push button indications:
 - _ Mains available
 - _ Mains on load
 - _ Generator available
 - _ Generator on load
 - _ Language mimic diagram

5.11 SOUND ATTENUATED ENCLOSURE:

The generator set shall be housed in a super sound attenuated enclosure (SSA) capable of reducing the sound pressure levels at the following levels:

- 64dBA @ 7m no load
- 67dBA @ 7m full load

5.11.1 Features:

The enclosure shall incorporate the following features:

- Highly corrosion resistant construction
- Full length extra wide doors on each side for easy access
- Radiator fill access plate
- Lube oil and cooling water drains piped to the exterior of the canopy
- Safety glass control panel viewing window in a lockable access door
- Emergency stop button mounted on canopy exterior
- Fuel fill and battery can only be reached via lockable access doors
- Exhaust silencing system totally enclosed for operators safety
- Single lifting point bale
- Lifting points on baseplate

5.12 FACTORY TESTS:

The generator set shall be load tested before shipment. All protective devices, control functions and site load conditions shall be simulated and checked. A test certificate shall be provided upon request.



5.13 EQUIPMENT FINISH:

All sheet metal components shall be fully degreased, phosphated and chromated for anti-corrosive protection prior to painting with polyester powder. The powder shall be cured at a temperature of 200o C (392oF) to ensure maximum scuff resistance and durability. All fasteners shall be electroplated. The engine and alternator shall be thoroughly cleaned and finished in temperature controlled ovens with industrial high gloss polyurethane paint.

5.13.1 Standards:

The equipment shall meet the following standards: BS4999, BS5000, BS5514, IEC34, VDE0530, NEMA MG-122, ISO9001.

6.0 TASKS:

6.1 ON-SITE WORK:

Site installation shall include:

6.1.1 Concrete Pad:

The contractor is to allow for the supply and installation of a suitable concrete pad, as recommended by the manufacturer of the Genset, on which the genset and external fuel tank must be installed. The concrete for the pad must be level and have a strength of at least 20 Mpa and be 150 mm (6") thick. The concrete must be reinforced with at least #5 (.625" normal diameter) reinforcing bar installed 300 mm (12") on centre, in both directions to form a grid pattern.

6.1.2 Electrical Connections:

All electrical connections and cabling between the genset and the commercial power supply and the load. All electrical connections between genset enclosure and commercial power supply and load must be of the quick disconnect weather proof type.

6.1.3 Coordination and Permits:

The contractor is responsible for all coordination with the local electrical utility and for obtaining all necessary permits.

6.1.4 Cable:

Electrical cabling between the genset and the commercial power supply and the load shall be direct buried where feasible. All cables used shall be appropriately sized for full load conditions. All trenches are the responsibility of the contractor. The contractor is responsible for all utility searched prior to trenching. The contractor is responsible for all trench backfilling, compacting and for restoring the surfaces to the original condition.



6.2 COMMISSIONING:

Commissioning of the genset will be considered complete when:

- The genset has operated continuously under full (normal) load conditions for a minimum of 8 hours.
- All spare parts have been delivered.
- All operating manuals, shop manuals, and spare parts manuals have been delivered to the Project Authority.
- All approvals required from the local utility company have been received.
- All site surfaces have been restored to original condition.
- The genset internal and external fuel tank has been completely filled with appropriately rated fuel.

6.3 MAINTENANCE SERVICE:

The contractor shall maintain the genset for the first 12 months following installation. This 12 month period will begin following final commissioning of the genset as detailed above. This maintenance period shall include at minimum a maintenance check at the end of the first 60 days, at 6 months and prior to the termination of the 12 month period. Each of these maintenance checks shall be in accordance with manufacturer's specifications and shall include a minimum of a three hour run-up under full load conditions. The maintenance check prior to the twelve month period will include an oil change and filter change (all filters). This maintenance contract shall be part of the bid price although shown separately. The contractor shall provide as part of his submission an example of his genset inspection check list for each check.

7.0 DELIVERABLES:

The Contractor's must provide the following documentation:

- Generating set (genset) technical data including manufacturer, model number, engine type and Specifications, alternator rating in KVA, KW, voltage, amperage, power factor, fuel consumption, fuel storage characteristics, sound attenuation data, sound attenuated enclosure data;
- Battery charger technical data
- Transfer switch make, model; and technical data Sheets
- Concrete pad construction details
- Fuel and electrical quick-disconnects technical data
- Size and type of electrical cabling to be used
- Load calculations to confirm genset sizing
- Mandatory site visit certification
- Genset maintenance inspection checklists
- Full set of operation and maintenance manuals,
- Operation and details shop manual for full maintenance of the assembly
- Circuit wiring diagrams
- Commissioning/fault finding instruction manual
- CE Certification
- Residential, Critical Silencers
- Sound Attenuated Enclosures for each generator set control and synchronizing panels Additional alarms and shutdowns A selection of exhaust silencer noise levels for further information on all of the standard and optional features accompanying this product please contact your Local Dealer.



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ANNEX B – BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a price of _____ (to be entered a contract award). Any Applicable Tax is extra.

Item	Description	Unit of Measure	Order Qty	Unit Price	Extended Price
1	P33-3 FG Wilson Generator or equivalent _____	EA	2		
2	Equivalent Generator – (cost not to be brought forward to total)	EA	2		
3	Installation (includes cost of cables per meter and other materials)	EA	2		
4	Delivery	EA	2		
5	Project Manager	HR	1		
6	Site Manager	HR	1		
Subtotal:					
VAT:					
Total:					



ANNEX C – INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$200,000.00 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Canada's Representative thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

Send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Canada's Representative. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX D – MANDATORY SITE VISIT CERTIFICATION

THIS IS TO CERTIFY that: I, _____ (name of representative) of the _____ (company name or firm) visited the following sites (check sites attended) on behalf of _____ (bidders name)

- ___ 17 Bowood Road Harare Mount Pleasant ZIMBABWE
- ___ 5 Inanda Close Harare Mount Pleasant ZIMBABWE

I certify that I have acquainted with the nature of the work and general conditions of solicitation No. _____ for the supply, delivery and installation of the 2 generators and am in a position to submit a bid.