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INVITATION TO QUALIFY
Canada, as represented by the Minister of Foreign Affairs, hereby requests an Invitation to Qualify on behalf of the Identified Users herein.

INVITATION À SE QUALIFIER
Le Canada, représenté par le ministre des Affaires étrangères, autorise par la présente, une invitation à se qualifier au nom des utilisateurs identifiés énumérés ci-après.

TITLE PASSENGER AND SPECIAL VEHICLES FOR OPERATIONAL USE FOR CANADIAN DIPLOMATIC MISSIONS	
SOLICITATION NUMBER 21-182393	DATE 30 Aug 2021
SOLICITATION CLOSES / L'INVITATION PREND FIN On Monday 31 August 2027 at 17:00 hours Eastern Daylight Time (EDT) Le lundi 31 aout 2027 à 17:00h heure avancée de l'Est (HAE).	
ADDRESS ENQUIRIES TO – ADRESSER TOUTES QUESTIONS À: Vehicle procurement Team procurement.proposals@international.gc.ca	
DESTINATION OF GOODS/SERVICES-DESTINATION DES BIENS/SERVICES Canadian Diplomatic Missions Worldwide	
VENDOR/FIRM NAME AND ADDRESS – RAISON SOCIALE ET ADRESSE DU FOURNISSEUR/DE L'ENTREPRENEUR : Email – Courriel : Phone – Téléphone :	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE VENDOR/FIRM NOM ET TITRE DE LA PERSONNE AUTORISÉE À SIGNER AU NOM DU FOURNISSEUR/DE L'ENTREPRENEUR	
THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT.	



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1. PART 1 – GENERAL INFORMATION

1.1 Introduction

Purpose of this ITQ: This Invitation to Qualify (ITQ) is the first phase of a procurement process by Global Affairs Canada. Suppliers are invited to pre-qualify in accordance with the terms and conditions of this ITQ in order to become Pre-Qualified Suppliers. Only Pre-Qualified Suppliers will be permitted to bid on any subsequent solicitation issued as part of the procurement process.

ITQ is not a Bid Solicitation: This ITQ process is not a solicitation of bids or tenders. No contract will be awarded as a result of the activities during the ITQ phase. The issuance of this ITQ is not to be considered in any way a commitment by the Government of Canada (GoC) or as authorization to potential participants to undertake any work, which could be charged to Canada. Canada reserves the right to cancel any of the preliminary requirements included as part of the Project at any time during the ITQ phase or any other phase of the procurement process. Given that the ITQ process may be partially or completely cancelled by Canada, it may not result in any of the subsequent procurement processes described in this document. Respondents and Qualified Respondents may withdraw from the procurement process at any time. Therefore, Respondents who submit a response can choose not to bid on any subsequent solicitation.

1.2 Overview and Scope of the Requirement

The Department of Foreign Affairs and Development Canada (DFATD) has a requirement to establish a procurement process for the supply and delivery of passenger cars, light trucks or other types of vehicles/vehicles related services to Canadian diplomatic missions and in offices outside of Canada. It will include 170+ destinations in approximately 105 countries covering six (6) distinct regions, such as Europe, Asia & the Pacific, Africa, Latin America & the Caribbean, the Middle East, and North America. The supply and delivery of vehicles and services within Canada is not within the scope of this requirement. The requirement comprises a variation of deliverables, which includes:

Stream 1: Passenger vehicles	<ul style="list-style-type: none"> - Sedan (4-5 passengers) - Station wagon/hatchback - Sport Utility Vehicle (5-7 passengers) - Passenger Van (6-8 passengers)
Stream 2: Special passenger vehicle	<ul style="list-style-type: none"> - Mini Bus / Van (9 passengers and +)
Stream 3: maintenance vehicles and goods transportation	<ul style="list-style-type: none"> - Cargo Van - Pick-up Truck (2-5 passengers) - Cube-truck
Stream 4 : Green vehicles	<ul style="list-style-type: none"> - Plug-in hybrid vehicle (PHEV) - Hybrid electric vehicle (HEV) - Battery electric vehicle (BEV)
Stream 5 : Other types of vehicles	<ul style="list-style-type: none"> - Motor Cycles, Water Tankers, Fuel Tankers, Combustible Liquids Tanks, Non-Combustible Liquids Tanks; Trailers, etc

Note. Suppliers are not required to supply vehicles to all destinations within a region.



1.3 Definitions

In this ITQ,

“**Application**” means the formal response by a supplier to the ITQ, and includes the filled Application and Certification Form;

“**Closing Date and Time**” means the exact date-and-time limit to submit an Application to Canada pursuant to this ITQ;

“**Contract Advisor**” means the representative of Canada who is tasked with running the Invitation to Qualify process, and the Application evaluation process;

“**Day**” means a calendar day; and

“**Qualified Respondent**” means a supplier that, in Canada’s reasonable determination, has satisfied the conditions of the Invitation to Qualify; and

“**Goods and Services**” means the goods and services set out in Annex “A” Statement of Requirements.

1.4 Trade Agreements

The requirement is subject to the provisions of the following trade agreements:

- a) Canadian Free Trade Agreement (CFTA)
- b) Canada-Chile Free Trade Agreement
- c) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- d) Canada-Columbia Free Trade Agreement
- e) Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- f) Canada-Honduras Free Trade Agreement
- g) Canada-Korea Free Trade Agreement
- h) Canada-Panama Free Trade Agreement
- i) Canada-Peru Free Trade Agreement
- j) Canada-Ukraine Free Trade Agreement
- k) World Trade Organization-Agreement on Government Procurement (WTO-GPA)

1.5 Applicable Laws

This ITQ must be interpreted and governed by the laws in force in the province of Ontario, Canada.

1.6 Overview of the Procurement Process

This Procurement Process is expected to have 2 main phases. The table below highlights the intended phases of the projected procurement process.



Procurement Phase	Description
Phase 1 – ITQ	<p>Pre-Qualification Phase</p> <ul style="list-style-type: none"> • Issue the ITQ on the Government Electronic Tendering Services (buyandsell.gc.ca website) • Receive and evaluate ITQ responses to identify the Qualified Suppliers who will be invited to submit a bid during the solicitation phase.
Phase 2 - Bid solicitations (RFSA, RFSO, RFQ)	<p>Bid Solicitation Phase:</p> <ul style="list-style-type: none"> • Solicitations within the scope of this ITQ, will be sent directly by email to all Qualified Suppliers from Phase 1. • For each solicitation issued, Suppliers will have a period of 10 business days to respond with their proposal, unless indicated otherwise.

1.6.1 Phase 1:

This ITQ is the first stage of the Procurement Process. Suppliers are invited to prequalify in accordance with the terms and conditions of this ITQ in order to become a Qualified Supplier (QS) for the later phases of the procurement process. Suppliers who meet all the mandatory criteria will be considered QS. It is Canada's intent to permit QS only to bid on any subsequent solicitation issued as part of this procurement process.

The ITQ will be posted for a **minimal period of 6 years** in order to give the opportunity to additional suppliers to participate and qualify.

1.6.2 Phase 2

Through this ITQ, Canada will evaluate and qualify Suppliers based on general requirements and these requirements will be further refined and evaluated during subsequent bid solicitations. Canada intends to establish individual or combined solicitations to establish Contracts, Standing Offers (SOs), and Supply Arrangements (SAs).

Any resulting SO/SA will include provisions to:

- a) add a Supplier at the discretion of Canada; and
- b) remove a Supplier (period of time, permanent) for non-performance.

Subject to the provisions of this ITQ, Canada intends to issue the SOs/SAs that will be valid for **5 years** starting from the award date. Each resulting Contract issued pursuant to the SOs/SAs, respectively, will represent a stand-alone Contract with its own contract period and expiry date.

Should Canada issue a solicitation for the work that is the subject of this ITQ, the terms and conditions of the solicitation shall be subject to Canada's absolute discretion, and nothing within this ITQ shall be considered to limit such discretion.

1.6.3 Further Evaluation:

Even though certain suppliers may be qualified by Canada as a result of this ITQ, Canada reserves the right to re-evaluate any aspect of the qualification of any QS at any time during the procurement process. Canada reserves the right to cancel any of the preliminary requirements included as part of the procurement at any time during any phases of the procurement process. Canada reserves the right to add other requirements at the solicitation phase.



1.7 Security Requirements

Canada reserves the right to revise and identify the security requirements following the ITQ Phase and where these are applicable. Canada will provide the solicitation and contract security clauses at a subsequent phase of this procurement process, where applicable.

1.8 Supply Chain Integrity Verification

In order to be evaluated as a Qualified Supplier (QS), the Supplier must complete an initial Supply Chain Integrity (SCI) assessment process and not be disqualified. SCI will be assessed based on information provided in Annex “B” by the Supplier.

The SCI Verification is a mandatory submission requirement at the ITQ Stage.

1.9 Debriefings (ITQ)

Unsuccessful Suppliers may request a debriefing on the results of the ITQ. Unsuccessful Suppliers should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the ITQ. At Canada’s discretion the debriefing may be in writing, telephone, or videoconference.



2. PART 2 – INSTRUCTIONS FOR SUPPLIERS

2.1 Standard Instructions, Clauses and Conditions

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the ITQ, except that:

- a) Wherever the term “bid solicitation” is used, substitute “Invitation to Qualify (ITQ)”;
- b) Wherever the term “bid” is used, substitute “response”; and
- c) Wherever the term “Bidder(s)” is used, substitute “Respondent(s) or “Supplier(s)”;
- d) Subsection 05(4), which discusses a validity period, does not apply, given that this ITQ invites firms to qualify. Canada will assume that all Suppliers who submit a response continue to wish to qualify unless they advise the Contracting Authority in writing that they wish to withdraw their response.

By submitting a response, the Supplier is confirming that it agrees to be bound by all the terms and conditions of this ITQ, including the documents incorporated by reference into it.

If there is a conflict between the provisions of this document and any document(s) that are incorporated into it by reference as set out above, this document prevails.

2.2 Submission of Response

Submissions must be received by DFATD at the electronic address identified and by the date and time on page 1 of the solicitation. The e-mail address indicated on page one (1) of the solicitation is for the purpose of submissions and enquiries concerning that solicitation. No other communications are to be forwarded to this address.

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

Bids submitted in-person or by mail will not be accepted.

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 submission is not received on time because the e-mail was refused by a server for the following reasons:

- a) the size of attachments exceeds 10 MB;
- b) the e-mail was rejected or put in quarantine because it contains executable code (including macros);
- c) 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.

The ITQ and its related documentation must be submitted to:

procurement.proposals@international.gc.ca

By submitting a response, the Supplier is confirming that he agrees to be bound by all the instructions, clauses and conditions of the ITQ, including those incorporated by reference.



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>).

2.3 Language Used for Submission

Documents and supporting information must be submitted in English or French.

2.4 Enquiries

All enquiries and other communications regarding this ITQ must be submitted in writing no later **than 15 calendar days** before the ITQ closing date. Enquiries received after that time may not be answered.

Suppliers with questions regarding this ITQ may direct their enquiries to:

procurement.proposals@international.gc.ca

Suppliers should reference as accurately as possible the numbered item of the ITQ to which the enquiry relates. Care should be taken by Suppliers 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 question(s) or may request that Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.5 Bid Challenge and Recourse Mechanisms

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as: **a)** Office of the Procurement Ombudsman (OPO), and **b)** Canadian International Trade Tribunal (CITT)

Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.6 Rights of Canada

In addition to any other rights described in this ITQ, Canada reserves the right, at its sole discretion, to:

1. amend this ITQ, including the qualification criteria, at any time.
2. cancel this ITQ at any time.
3. reissue the ITQ.
4. if no Respondents are qualified and the requirement is not substantially modified, reissue the ITQ by inviting only those Respondents who submitted responses to the ITQ to submit new responses within a period designated by Canada.
5. reject and not consider further a response if, in Canada's opinion, any component of the response presents potential, perceived or real issues or matters that may be injurious to the national security of Canada.
6. remove at any time, any Qualified Respondent, if it presents potential, perceived or real issues that may be injurious to the national security of Canada.



3. PART 3 – RESPONSE PREPARATION INSTRUCTIONS

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, Hard copy responses will not be accepted.

3.1 Response Preparation Instructions

Canada requests that the Suppliers submit their response in accordance with section 08 of the 2003 standard instructions. The response must be gathered per section and separated as follows:

- a) Section I: ITQ Qualification Response
- b) Section II: Certification(s) and Additional Information

3.2 Government Electronic Tendering Service

Canada will make available for download through the Government Electronic Tendering Service (GETS), (i.e. Buyandsell) all documents that are relevant for the purposes of this ITQ. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an ITQ or related documentation would be amended, or if Canada will not be sending notifications to suppliers. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the supplier to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the supplier's part nor for notification services offered by a third party.

3.3 Supplier Responsibilities

It is the supplier's responsibility to:

- a) obtain clarification of the requirements contained in the Invitation to Qualify, if necessary, before submitting an Application;
- b) prepare its Application in accordance with the instructions contained in the ITQ;
- c) submit by Closing Date and Time a complete Application;
- d) send its Application only to the email address specified on the first page of this ITQ;
- e) ensure that the supplier's name, return address, and the ITQ number are clearly visible on the e-mail attachment(s) containing the Application; and
- e) provide a comprehensible and sufficiently detailed Application, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the ITQ.

3.4 Requirements

In order to submit a valid application, Suppliers must submit in their application the information and documents set out in Annex "B", and Annex "C". Should any required information or document be missing from the Application, Canada will declare the application non-responsive (i.e., invalid), and will then give it no further consideration, except as otherwise stipulated in this ITQ.

3.5 Application Costs

Canada will not pay to a Supplier the latter's cost incurred in the preparation and submission of an application in response to the ITQ. Costs associated with preparing and submitting an application, as well as any costs incurred by the Supplier associated with the evaluation of the application, are the sole responsibility of the Supplier.



3.6 No Promotion of Supplier's Interests

Suppliers must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in providing the goods or in obtaining a contract. Canada may disqualify a Supplier for breach of this provision.

3.7 Application by a Joint Venture

Any joint venture must comply with this section.

3.7.1 Joint Venture – Definition

A joint venture is an association of two or more parties, whether individuals, partnerships, corporations, trusts or other, who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, to submit an application together, acting as a single Supplier, on a requirement. Suppliers who submit an application as a joint venture must clearly indicate that they do so as a joint venture, and they must provide the following information:

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

If the information is not clearly provided in the application, or is incomplete, the Supplier must provide the information on request by the Contract Advisor.

3.7.2 Signatures and Representation

The application and any related proposals or contract must be signed by all the members of the joint venture, unless one member is appointed to act on behalf of all members of the joint venture. The Contract Advisor may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the application, any subsequent request for proposals and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any resulting contract.



4. PART 4 – EVALUATION PROCEDURES AND SELECTION OF QUALIFIED SUPPLIERS

4.1 Evaluation Procedures

- a) Submissions will be assessed in accordance with the entire requirement of the ITQ
- b) Each submission will be reviewed to determine whether it meets the mandatory requirements of the ITQ. Submissions that do not comply with each mandatory requirement will be declared non-compliant and be disqualified. Once a submission has been declared non-compliant, Canada will have no obligation to evaluate the submission further.
- c) Unsuccessful Suppliers will not be given another opportunity to participate or be re-evaluated for any subsequent phases of the procurement process, unless Canada determines at its sole discretion to conduct a second qualification round.
- d) An evaluation team composed of representatives of Canada will evaluate the submissions. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

4.1.1 Requests for Clarifications

If Canada seeks clarification or verification from the Supplier about its submission, the Supplier will have **5 working days** (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the submission being declared nonresponsive.

4.1.2 Requests for Further Information

If Canada requires additional information in order to do any of the following pursuant to the Section entitled “Conduct of Evaluation” in 2003, Standard Instructions - Goods or Services - Competitive Requirements:

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
 - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c. request, before award of any contract, specific information with respect to bidders' legal status;
 - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
 - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

4.1.3 Extension of Time

If additional time is required by the Supplier, the Contracting Authority may grant an extension at his or her sole discretion.



4.2 Basis of Qualification

To be responsive, a submission must:

- a) comply with the qualifications and conditions of the ITQ;
- b) meet all mandatory evaluation criteria in Annex "B" – Mandatory Evaluation Criteria;
- c) meet the certification requirements.

If a response fails to meet the any of the above, it will be declared non-responsive and given no further consideration.

Respondents whose submissions are deemed responsive will be selected as ITQ pre-qualified Suppliers to participate in the remaining steps of the procurement process.

4.3 Property of Documents

Applications received on or before or after the Closing Date and Time become the property of Canada. Canada cannot return applications to suppliers, as those applications are submitted to Canada electronically. All applications will be treated in confidence, 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, or except to the extent Canada needs to disclose information to verify information contained in an application.

4.4 Reviewed Documentation

Unless otherwise specified in this ITQ, Canada must base its evaluation of applications on information received, and will evaluate only the documentation provided with a supplier's application, and no other information. Except to the extent that specific information is expressly contained in its application, a supplier must **not** assume that:

- a) Canada has any previous knowledge of the supplier's qualifications or other information; or
- b) its existing capabilities meet the requirements of this ITQ simply because those capabilities met previous requirements; or
- c) Canada will review references to Web site addresses where additional information can be found; or
- d) Canada will review technical manuals or brochures not submitted in the application.

4.5 Conduct of Evaluation

In conducting its evaluation of an application, Canada may, but will have no obligation to:

- a) seek clarification or verification from a supplier regarding any or all information provided by the supplier with respect to the ITQ;
- b) contact any or all references supplied by the supplier to verify and validate any information submitted by the supplier;
- c) request specific information with respect to the supplier's legal status;
- d) conduct a survey of the supplier's facilities and examine the supplier's managerial and financial capabilities to determine if they are adequate to meet the requirements of the ITQ;
- e) verify any information provided by a supplier through independent research, the use of any government resources, or by contacting third parties;
- f) at the supplier's sole cost, interview the supplier or any or all of the resources proposed by the supplier to fulfill the requirements of the ITQ, or both.



Suppliers will have the number of Days specified in the request by the Contract Advisor to comply with any requests for clarification related to any listed items. Canada may declare an application to be non-responsive when a supplier fails to comply with the request. Canada will determine that an application is non-responsive in the event that any information supplied by a supplier or on the supplier's behalf is false, incomplete or misleading, whether the supplier knew or not, at the time of communication, that the information was false or incomplete, or could be considered misleading.

4.7 Rights of Canada

Canada reserves the right to:

- a) reject any or all Applications received in response to the ITQ;
- b) cancel the ITQ at any time; and
- c) reissue the ITQ.
- d) publish the list of Qualified Suppliers on BuyandSell.gc.ca.

4.8 ITQ On-going Opportunity for Qualification

The ITQ will be posted for a **minimal period of 6 years** in order to give the opportunity to additional suppliers to participate and qualify. Each procurement tool (SA or SO) will become active as soon as one qualified supplier is placed on it. Each tool will be valid for a **total duration of 5 years**. Additional suppliers will be added as soon as they qualify.

Firms who qualified do not need to requalify each year during the validity period of their agreement with Canada, unless Canada determines.

A Notice will be posted on the Government Electronic Tendering Service (GETS) to allow new and existing Respondents to become qualified or to requalify beyond the latest indicated duration.

4.9 Rejection of Application

Canada may reject an application where:

- a) There is evidence satisfactory to Canada that:
 - i. the supplier is bankrupt or insolvent, or its activities are rendered inoperable for an extended period; or
 - ii. the supplier not in good standing with respect to tax, partnership law, corporate law or any other applicable rules;
 - iii. the supplier, any of its employees or any subcontractor included as part of the application seems to have committed fraud, bribery, or fraudulent misrepresentation, or has failed to comply with any law protecting individuals against any manner of discrimination; or
 - iv. the Supplier, a subcontractor or a person who is to perform the services is unsuitable or has conducted himself or herself improperly, as determined by Canada in its sole reasonable discretion; or
- b) With respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the supplier, any of its employees or any subcontractor included as part of the application; or
 - ii. Canada determines that the supplier's performance on other contracts, including the efficiency and workmanship as well as the extent to which the supplier performed the work in accordance with contractual clauses and conditions, is sufficiently poor for one to doubt that the supplier, if awarded a contract, would successfully complete the Services.
- c) The supplier, or any of its employees, agents or partners, or any of the supplier's sub-contractors mentioned in the application, is found by a court of law to have committed a criminal or penal offense and, in Canada's reasonable determination, the fact that Canada maintains a relationship with the supplier is likely to cause prejudice to Canada, including damage to Canada's reputation.



4.10 Basis of Selection of Qualified Suppliers

A response must comply with the requirements of the ITQ and meet all mandatory qualification criteria to be declared responsive. A Supplier whose response has been declared responsive is a Qualified Supplier for any subsequent bid solicitations. Only Qualified Suppliers will be invited to bid on subsequent solicitations.

Canada reserves the right to re-evaluate the qualification of any Qualified Supplier at any time during the procurement process. For example, if the Supplier's security clearance changes or lapses, so that the Supplier no longer meets the requirements of the ITQ, Canada may disqualify a Qualified Supplier.



5. PART 5 – CERTIFICATIONS

Suppliers must provide the required certifications to be declared a Qualified Supplier.

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Canada will declare a submission non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue, whether made knowingly or unknowingly, during the evaluation period or during the period of any solicitation arising from this invitation to qualify and any resulting contracts, standing offers and/or supply arrangements.

The Contracting Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the response non-responsive.

5.1 Certifications Required with Submission

Supplier must submit the following duly completed certifications as part of their response.

5.1.1 Certificate of Compliance

The Respondent should provide a signed certification that clearly indicates the Respondent's compliance with all ITQ Technical Mandatory Requirements and the Administrative Requirements, articles, clauses, terms and conditions contained in this document. A Certificate of Compliance is included at Annex C - Certificate of Compliance.

5.1.2 Integrity Provisions - Declaration of Convicted Offences

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

5.1.3 Integrity Provisions – Additional information

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

5.2 Rejected Certification

Canada may reject an Application and give it no further consideration, if:

- a. the Application and Certification Form is incomplete, or unsigned within the specified time frame; or
- b. the supplier cannot certify as true one or more of the statements contained in the form; or
- c. the supplier knowingly or unknowingly misrepresents as true in the form a statement that is not true.



6. PART 6 – SECURITY

6.1 Security Requirements – Phase 1 - ITQ

There are no security requirements associated with the ITQ.

6.2 Security Requirements – Phase 2 Bid solicitations (RFSA, RFSO, RFQ)

The wording provided does not represent the entirety of Canada's security requirements and are included in this section in order to provide Suppliers advance notice of potential requirements. Canada will determine the substance and content that reflects Canada's security requirements. The work to be procured under this procurement may also be subject to additional security requirements, depending on Canada's individual needs.

6.3 Cost Implications

Any cost implications related to a demand by Canada to cease deploying or to remove a particular product or products will be considered and negotiated in good faith by the parties on a case-by-case basis and may be the subject of a Contract Amendment.

6.4 Revise Security Requirements

Revise Security Requirements: Canada reserves the right to revise the security requirements following the ITQ Phase. Canada will provide the solicitation and contract security clauses at a subsequent phase of this procurement process, if applicable.

7. PART 7 - ANTICIPATED SOLICITATION AND CONTRACT CLAUSES

7.1 Completion of Subsequent Contracts

Once the Qualified Suppliers are identified, Canada will compete opportunities amongst the Qualified Suppliers. Below is a high level description of how the steps will work for this subsequent process:

Step 1: Solicitation

Canada will provide to Qualified Suppliers notifications of opportunity (further called "Solicitation"). Solicitation documents will be sent directly to Qualified Suppliers from the Contract Advisor by email. Solicitations will stipulate the requirement, deadline for bid submission and any other applicable terms and conditions.

Step 2: Engagement

All suppliers qualified for the required vehicle category and geographic region, will be issued the Solicitation and invited to bid.

Step 3: Bid Submissions

The selected suppliers will submit their bids in accordance with the instructions identified in the solicitation document.

Step 4: Bid Evaluations

- Bids will be evaluated in accordance with the solicitation document.
- Technical proposal will be evaluated by representatives of Canada and possibly independent third parties, including Contractors.
- The basis of selection will be stipulated in the solicitation document.
- Opportunities procured may be subject to security requirements. Each solicitation and/or contract will identify security requirements, where applicable.



Step 5: Contract Award

One or multiple Purchase Orders may be awarded amongst successful bids for each solicitation.

7.2 Bid solicitation template

Canada will use the Medium Complexity (HC) bid solicitation template for the anticipated solicitations.

A copy of the template can be found at:

https://www.gcpeia.gc.ca/wiki/Standard_Procurement_Templates#Medium_Complexity_Bid_Solicitation_and_Resulting_Contract_Template_.28MC.29



ANNEX “A” STATEMENT OF REQUIREMENT

PASSENGER AND SPECIAL VEHICLES FOR OPERATIONAL USE FOR CANADIAN DIPLOMATIC MISSIONS

1. Objective

The Department of Foreign Affairs and Development Canada (DFATD) is seeking to re-establish procurement tools for the supply and delivery of passenger cars, light trucks or any vehicle listed below to Canadian diplomatic missions and in offices outside of Canada. It will include 170+ destinations in approximately 105 countries covering six (6) distinct regions, such as Europe, Asia & the Pacific, Africa, Latin America & the Caribbean, the Middle East, and North America.

The requirement comprises a variation of deliverables, which includes:

Stream 1: Passenger vehicles	<ul style="list-style-type: none"> - Sedan (4-5 passengers) - Station wagon/hatchback - Sport Utility Vehicle (5-7 passengers) - Passenger Van (6-8 passengers)
Stream 2: Special passenger vehicle	<ul style="list-style-type: none"> - Mini Bus / Van (9 passengers and +)
Stream 3: maintenance vehicles and goods transportation	<ul style="list-style-type: none"> - Cargo Van - Pick-up Truck (2-5 passengers) - Cube-truck
Stream 4 : Green vehicles	<ul style="list-style-type: none"> - Hybrid - Plug-in Hybrid - Battery Electric Vehicle
Stream 5 : Other types of vehicles	<ul style="list-style-type: none"> - Motor Cycles, Water Tankers, Fuel Tankers, Combustible Liquids Tanks, Non-Combustible Liquids Tanks; Trailers, etc.

2. Scope

The desired outcome is to re-establish a list of suppliers who can deliver vehicles to missions for operational purposes abroad in North America, Europe, Africa, Latin/south America, Asia and Middle East. DFATD expects to achieve enhanced competition, openness and transparency, fairness, and access of the resulting solicitation. We will strive to reduce acquisition costs and build stronger relationships with the supplier community while improving procurement delivery lead times.

Suppliers are not required to supply vehicles to all destinations within a region nor to all regions.

3. Definitions

Mission: Canadian Embassy, Consulate, High Commission

Vendor/Supplier: are used interchangeably.

Whenever the singular is used the same shall be construed as meaning the plural unless otherwise specifically stated



4. Deliverables

The vehicles are required to meet the following minimum standard specifications listed below and they will be assessed at the moment of establishing a subsequent contract. Additional specifications could be added later during the process.

Engine
Petrol, diesel, hybrid fuel type engine OR Electric
Transmission / steering / brakes / suspension / Security
Automatic OR Manual transmission
Power steering
Brakes incorporate Anti-lock Braking System (ABS)
Alarm
Exterior requirements / controls and instruments
Color – TBD
Interior requirements / controls and instruments
Minimum ___ seats;
Rear folding and/or removable seats
Supplemental Restraint System (SRS) for all seats and Supplemental Inflatable Restraint (SIR) for Driver and Front Passenger
Air conditioning (A/C) and heating
Power windows and doors
Minimum one (1) Sliding Side Door (if applicable)
Other requirements
Left OR Right-hand drive steering wheel and pedal position to meet country specific requirements
Require 4-wheel drive OR all-wheel drive AWD OR Front Wheel Drive OR Rear Wheel Drive
Conform to all applicable laws, acts, regulations and industry standards governing manufacture, homologation, motor vehicle safety, noise levels and pollution in effect in the country of final use, at time of purchase.
A designated servicing dealer located within 25 kilometres of the Canadian Mission in CITY, COUNTRY . Certified warranty and out-of-warranty repair services.
Minimum Warranty – Complete Vehicle for 3 years or 60,000 kilometres, whichever comes first, including body paint
Delivery capability to final destination within ___ days following contract award
etc

5. Language requirements

The supplier's personnel must be capable of providing the full range of required services in English or French.

All written communication including questions/queries, and quotations must be submitted in English or French.



Section I: ITQ Qualification Response



ANNEX “B” EVALUATION GRID

Suppliers must meet all of the mandatory requirements in this attachment. The following instructions shall be applied to the Purchase Description:

a) Mandatory requirements are identified by the word “**Must**”. Deviations from mandatory requirements will not be permitted. Vendors are expected to provide supporting documentation to their answers and meet each mandatory criteria in order to qualify on the procurement tool. Vendors to complete section: **Vendor’s justification and reference to attachments**

Note. Suppliers are not required to supply vehicles to all destinations.

	Mandatory criteria	Vendor’s justification and reference to attachments	Met	Not Met
M1	<p>The vendor must operate his current business of supply of vehicles for at least 2 years.</p> <p>Instructions The vendor is to provide:</p> <ul style="list-style-type: none"> - ANNEX B.1 – Information on the supplier 			
M2	<p>The vendor must sell at least one of following:</p> <ul style="list-style-type: none"> - Sedan (4-5 passengers) - Station wagon/hatchback - Sport Utility Vehicle (5-7 passengers) - Passenger Van (6-8 passengers) - Mini Bus (9 passengers and +) - Cargo Van - Pick-up Truck (2-5 passengers) - Cube-Truck - Other types of vehicles (Motorcycle, Scooter, Water tanker, Fuel tanker, etc) <p>Instructions The vendor is to provide:</p> <ul style="list-style-type: none"> - Catalogue of vehicles in PDF format <p>OR</p> <ul style="list-style-type: none"> - Link to the vendor’s website reflecting the catalogue online of the current’s year models. 			
M3	<p>The vendor must sell brand new vehicles that are manufacturer’s latest model.</p> <p>Instructions</p>			



	<p>The vendor is to provide:</p> <ul style="list-style-type: none">- Catalogue of vehicles in PDF format <p>OR</p> <ul style="list-style-type: none">- Link to the vendor's website reflecting the catalogue online of the current's year models.			
M4	<p>The vendor must be selling brand new vehicles that conform to all applicable laws, regulations and industry standards governing manufacture, motor vehicle safety, noise levels and pollution in effect in the country of final use, at time of purchase.</p> <p>Instructions The vendor is to complete:</p> <ul style="list-style-type: none">- ANNEX B.2 - Business area coverage			
M5	<p>The vendor must provide the list of designated servicing network of dealers located within 25 kilometers of the Canadian Mission in CITY, COUNTRY that enables them to meet the requirements of :</p> <ul style="list-style-type: none">- Pre-Delivery Inspection,- after-sales service,- maintenance- warranty- safety recall repairs <p>Instructions The vendor is to complete:</p> <ul style="list-style-type: none">- ANNEX B.2 - Business area coverage			
M6	<p>The vendor must provide sell Petrol and/or diesel vehicles.</p> <p>Instructions The vendor is to provide:</p> <ul style="list-style-type: none">- Catalogue of vehicles in PDF format indicating the required information <p>OR</p> <ul style="list-style-type: none">- Link to the vendor's website reflecting the required information			
M7	<p>The vendor must sell automatic and/or manual transmission vehicles</p> <p>Instructions The vendor is to provide:</p> <ul style="list-style-type: none">- Catalogue of vehicles in PDF format indicating the required information			



	<p>OR</p> <ul style="list-style-type: none">- Link to the vendor's website reflecting the required information			
M8	<p>The vendor must offer as a minimum a 3 years or 60,000 kilometres, complete vehicle warranty.</p> <p>Instructions The vendor is to provide:</p> <ul style="list-style-type: none">- Catalogue of vehicles in PDF format indicating the required information <p>OR</p> <ul style="list-style-type: none">- Link to the vendor's website reflecting the required information			
M9	<p>The vendor must be willing to accept a one-time full payment up to 30 days after the vehicle is received and accepted by the Canadian organization in CITY, COUNTRY. DFATD will be providing a letter of commitment and paying any interest fees to the vendor passed the 30 days' delay.</p>			
M10	<p>The supplier must be capable of providing quotations written in English or in French.</p> <p>Instructions The vendor is to provide:</p> <ul style="list-style-type: none">- A sample of a fictive detailed quotation that DFATD should expect getting indicating the breakdown of all fees/amounts to be paid to the supplier on separate lines including the VAT (\$0), if applicable. DFATD is exempted from the VAT, as it is a diplomatic organization.			



b) Requirements identified by “**Should**” are optional and shall be satisfied, however the Technical Authority will consider alternative means for acceptance as a Technical Authority Approved Equivalent.

	Optional criteria	Vendor’s justification and reference to attachments	Met	Not Met
O1	The vendor should sell Zero Emission vehicles (ZEV) including : <ul style="list-style-type: none"> - Plug-in hybrid vehicle (PHEV) And/or - Hybrid electric vehicle (HEV) And/or - Battery electric vehicle (BEV) 			
O2	<p>Local suppliers The vendor should be capable to deliver the brand new vehicle purchased to final destination in CITY, COUNTRY within 30 days following contract award.</p> <p>International suppliers The vendor should be capable to deliver the brand new vehicle purchased to final destination in CITY, COUNTRY within 120 days following contract award. (Port or Mission)</p>			
O3	<p>The vendor should offer short-term vehicle rental services</p> <p>Instructions The vendor is to provide:</p> <ul style="list-style-type: none"> - Catalogue of vehicles in PDF format indicating the required information <p>OR</p> <ul style="list-style-type: none"> - Link to the vendor’s website reflecting the required information 			
Q4	<p>International suppliers only The vendor should have a freight tracking and tracing system to report on the movement and location of international shipments (if applicable)</p> <p>Instructions The vendor is to provide:</p> <ul style="list-style-type: none"> - The name of the tracking system and a sample of the system’s report on the movement and location of shipments 			
Q5	<p>The vendor should offer a rebate when purchasing a certain number of vehicles. Please describe your offer.</p>			



ANNEX “B.1” INFORMATION ON THE SUPPLIER

- **Contact information of the supplier**

Supplier’s organization name	
Name of the CEO	
Phone number of the CEO	
Email of the CEO	
Name of the representative of sales	
Phone number of the representative of sales	
Email of the representative of sales	
Web site of the organisation (if available)	

- **Insert here the copy of the business permit delivered by the supplier’s local authorities.**

- **Insert here the copy of organizational chart**



ANNEX “B.2” BUSINESS AREA COVERAGE

Instruction:

Column A: Please place a check mark for each country and city where you operate

Column B: Please indicate the addresses of your **local network** of certified Pre-Delivery Inspection, After-sales service, Maintenance, Warranty, Safety recall repairs, and any other service are provided.

REGION 1: NORTH AMERICA				
A	Country	Mission	B	
	Mexico	Acapulco		
		Playa Del Carmen		
		Los Cabos		
		Mazatlán		
		Cancun		
		Guadalajara		
		Monterrey		
		Mexico		
		Punta Cana		
		Puerto Vallarta		
		US	Chicago	
			Detroit	
	Minneapolis			
	New York (UN)			
	Seattle			
	Washington.			
	Atlanta			
	Dallas			
	Los Angeles			
	Palo Alto			
	San Francisco			
	Boston			
	New York			
	Denver			
	Houston			
	Miami			
	San Diego			



REGION 2: EUROPE			
A	Country	Mission	B
	Austria	Vienna	
	Belgium	Brussels	
	Croatia	Zagreb	
	Czech Republic	Prague	
	Denmark	Copenhagen	
	Estonia	Tallinn	
	Finland	Helsinki	
	France	Paris	
	Germany	Munich	
		Dusseldorf	
		Berlin	
	Great Britain	London	
	Greece	Athens	
	Hungary	Budapest	
	Iceland	Reykjavik	
	Ireland	Dublin	
	Italy	Rome	
	Kazakhstan	Nur-Sultan	
	Laos	Vientiane	
	Latvia	Riga	
	Lithuania	Vilnius	
	Netherlands	The Hague	
	Norway	Oslo	
	Poland	Warsaw	
	Portugal	Lisbon	
	Romania	Bucharest	
	Russia	Moscow	
	Serbia	Belgrade	
	Slovakia	Bratislava	
	Spain	Madrid	
		Barcelona	
	Sweden	Stockholm	
	Switzerland	Bern	
		Geneva	
	Turkey	Ankara	
		Istanbul	
	Ukraine	Kyiv	
	Vatican	Vatican City	



REGION 3: ASIA			
A	Country	Mission	B
	Australia	Canberra	
		Sydney	
		Wellington	
	Bangladesh	Dhaka	
	Brunei	Bandar Seri Begawan	
	Cambodia	Phnom Penh	
	China	Chongqing	
		Guangzhou	
		Hong Kong	
		Shanghai	
		Beijing	
	India	Ahmedabad	
		Bangalore	
		Chandigarh	
		Chennai	
		Hyderabad	
		Kolkata	
		Mumbai	
		New Delhi	
	Indonesia	Jakarta	
	Japan	Fukuoka	
		Nagoya	
		Sapporo	
		Tokyo	
	Malaysia	Kuala Lumpur	
		Singapore	
	Mongolia	Ulan Bator	
	Myanmar	Yangon	
	New Zealand	Auckland	
	Pakistan	Islamabad	
		Karachi	
	Philippines	Manila	
	South Korea	Seoul	
	Sri Lanka	Colombo	
	Taiwan	Taipei	
	Thailand	Bangkok	
	Vietnam	Hanoi	
		Ho Chi City	



EGION 4: LATIN AND SOUTH AMERICAS			
A	Country	Mission	B
	Argentina	Buenos Aires	
	Barbados	Bridgetown	
	Bolivia	La Paz	
	Brazil	Brasilia	
		Recife	
		Belo Horizonte	
		Porto Alegre	
		Rio de Janeiro	
		Sao Paulo	
	Chile	Santiago	
	Colombia	Bogota	
	Costa Rica	San Jose	
	Cuba	Havana	
	Dominican Republic	Santo Domingo	
	Ecuador	Quito	
	El Salvador	San Salvador	
	Guatemala	Guatemala	
	Guyana	Georgetown	
	Haiti	Port au Prince	
	Honduras	Tegucigalpa	
	Jamaica	Kingston	
	Nicaragua	Managua	
	Panama	Panama	
	Peru	Lima	
	Trinidad and Tobago	Port of Spain	
	Uruguay	Montevideo	
	Venezuela	Caracas	



REGION 5: AFRICA			
A	Country	Mission	B
	Algeria	Alger	
	Benin	Cotonou	
	Burkina Faso	Ouagadougou	
	Cameroon	Yaoundé	
	Congo	Kinshasa	
	Côte d'Ivoire	Abidjan	
	Egypt	Cairo	
	Ethiopia	Addis Ababa	
	Ghana	Accra	
	Kenya	Nairobi	
	Libya	Tripoli	
	Mali	Bamako	
	Morocco	Rabat	
	Mozambique	Maputo	
	Nigeria	Abuja	
		Lagos	
	Rwanda	Kigali	
	Senegal	Dakar	
	South Africa	Pretoria	
		Johannesburg	
	South Sudan	Juba	
	Sudan	Khartoum	
	Tanzania	Dar es Salam	
	Tunisia	Tunis	
	Zambia	Lusaka	
	Zimbabwe	Harare	

REGION 6: MIDDLE EAST			
A	Country	Mission	B
	Iraq	Baghdad	
		Erbil	
	Israel	Tel Aviv	
		Ramallah	
	Jordan	Amman	
	Kuwait	Kuwait	
	Lebanon	Beirut	
	Qatar	Doha	
	Saudi Arabia	Riyadh	
	Syria	Damascus	
	UAE	Abu Dhabi	
		Dubai	



Section II: Certification(s) and Additional Information



ANNEX “C”

CERTIFICATIONS PRECEDENT TO ISSUANCE OF A SUPPLY ARRANGEMENT, STANDING OFFER, OR CONTRACT

In the matter of Canada’s Invitation to Qualify (ITQ) no. 21-182393, in relation to proposed procurement processes for “Passenger And Special Vehicles For Operational Use For Canadian Missions Abroad”, we hereby apply to become a Qualified Supplier:

1. Code of Conduct and Certifications

1.1 The Supplier certifies that himself and its affiliates comply with the Code of Conduct for Procurement, which can be found here: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>. Respondents must a) respond to this ITQ in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in this ITQ and all subsequent phases of the procurement process including the resulting contracts, c) submit ITQ responses and enter into contracts only if they will fulfill all obligations of the Contract.

1.2 Terms and Conditions: The supplier certifies to have read and understood the ITQ, including its appendices, and fully agrees to all its terms and conditions, having received all legal and other expert advice required for understanding the documentation.

1.3 Incapacity to Contract with Government: By submitting an Application, the supplier certifies that neither the supplier nor any of the supplier's affiliates has ever been convicted of an offence under any of the provisions listed below. Canada may reject an Application where the supplier, including the supplier's officers, agents and employees, has been convicted of an offence under the following provisions of the Canadian *Criminal Code*:

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

This requirement also applies to each member of a supplier that is a Joint Venture, as well as to their officers, agents, mandataries or employees.

1.4 Lobbying: The supplier certifies that the it has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under the section 5 of the Canadian *Lobbying Act*.



1.5 Sanctions: The supplier certifies that it is not under sanction, for corrupt, fraudulent, collusive, coercive or other objectionable practice, imposed by a government, a governmental entity such as a state-owned enterprise, or an international organization such as the World Bank. The supplier is not, and has no partner, employee or associate who is, the object of sanctions imposed by Canada against another country or its nationals, implemented pursuant to Canadian legislation, including the *United Nations Act*, the *Special Economic Measures Act*, or the *Export and Import Permits Act*.

1.6 Integrity:

- i. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the ITQ is issued, and all related directives in effect on that date, are incorporated by reference into, and form a binding part of the ITQ. The supplier must comply with the Policy and directives, which can be found at: < <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> >. Under the Policy and this ITQ, “PWGSC” and “Public Works and Government Services Canada” each means the Department of Public Works and Government Services of the Government of Canada, presided over by the Minister of Public Works and Government Services.
- j. Under the Policy, charges and convictions of certain offences against a supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by PWGSC that the supplier is ineligible to enter, or is suspended from entering, into a contract with Canada. The list of ineligible and suspended suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of suppliers.
- k. The supplier must provide the following:
 - i. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - ii. with its Application, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at: < <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html> >.
- l. By submitting an Application in response to this ITQ, the supplier certifies that:
 - i. it has read and understands the *Ineligibility and Suspension Policy* (< <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> >);
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its Application a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - v. none of the domestic or foreign criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- m. If a supplier is unable to provide any of the certifications required by paragraph **Error! Reference source not found.**, it must submit with its Application a completed Integrity



- n. Canada will declare non-responsive any Application, in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of a contract that the supplier provided a false or misleading certification or declaration, Canada may terminate the contract for default. Pursuant to the Policy, Canada may also determine the supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

2. Conduct of the Work

The Supplier representatives and warrants are competent to perform the Work; it has everything necessary to perform the Work, including the capacity, resources, facilities, labour, technology, equipment, and materials; and it has the necessary qualifications, including knowledge, competencies, skill, know-how and experience, and the ability to use them effectively to perform the "Work".

Work is defined as the supply and delivery of passenger cars and light trucks in accordance with the specifications listed and the quantity, availability, lead time, delivery to destination, service standards, after sales service, warranty, and administration necessary to fulfill the department's requirements.

3. Motor Vehicle Safety and Homologation

The supplier certifies selling sell brand new vehicles that are manufacturer's latest model and conforming to all applicable laws, statutes, regulations and industry standards governing manufacture, motor vehicle safety, noise levels and pollution in effect in the country of final destination, at time of purchase.

5. Authorized After-Sales Service Network

The Supplier represents and warrants that it owns or has formal agreement(s) with a network of authorized after sales service location(s) within each region of its offer that enables the Supplier to meet the requirements of Pre-Delivery Inspection and after-sales service, maintenance, warranty repairs and motor vehicle safety recalls to end users at Canadian missions.

6. Manufacturer's and/or Suppliers Standard Warranty Period

The Supplier represents and warrants that it will honor the manufacturers and/or its own standard warranty period for the vehicle, equipment and its components including requirements of motor vehicle safety recalls.

Certification

By submitting a submission, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

Name

Signature of Authorized Individual

Date