



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC / Réception des soumissions -  
TPSGC

Voir dans le document/

See herein

NA

Quebec

NA

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Food Supply, Montreal/Alimentation, Montréal  
Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7e étage, suite 7300  
Montreal  
Quebec  
H5A 1L6

<b>Title - Sujet</b> RMSO Fresh fruits & vegetables RMSO Fresh fruits & vegetables	
<b>Solicitation No. - N° de l'invitation</b> E6MON-22PQFL/A	<b>Date</b> 2022-06-03
<b>Client Reference No. - N° de référence du client</b> E6MON-22PQFL	<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> MTR-1-44240 (504)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTR-504-16448	
<b>Date of Original Request for Standing Offer</b> 2022-05-05 <b>Date de la demande de l'offre à commandes originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2023-05-09</b> Heure Avancée de l'Est HAE	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Caruso, Anna	<b>Buyer Id - Id de l'acheteur</b> mtr504
<b>Telephone No. - N° de téléphone</b> (514) 207-5319 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

N° de l'invitation - Solicitation No.  
E6MON-22PQFL/A  
N° de réf. du client - Client Ref. No.  
E6MON-22PQFL

N° de la modif - Amd. No.  
001  
File No. - N° du dossier  
MTR-1-44240

Id de l'acheteur - Buyer ID  
MTR-504  
N° CCC / CCC No./ N° VME - FMS

---

## AMENDMENT 001 :

The purpose of this amendment is to modify:

Part 2 – Offeror Instructions, sections 2.1 and 2.2,  
Part 3 – Offer Preparation Instructions, section 3.1,  
Part 5 – Certifications and Additional Information, section 5.2.2,  
Part 6 – Standing Offer and Resulting Contract Clauses, sub-section A, sections 6.3 and 6.3.1, and,  
Part 6 – Standing Offer and Resulting Contract Clauses, sub-section B, section 6.2.1

This amendment affects the following documents:

-2006 - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements  
-Standard Acquisition Clauses and Conditions Manual  
-2005 – General Conditions – Standing Offers – Goods or Services  
-2010A – General Conditions: Goods (medium complexity)

\*\*\*\*\*

**DELETE :**

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/24>

Sections 6, 7 and 8 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are amended as follows:

DELETE: 06 (2018-05-22) Late offers

INSERT: 06 (2022-03-29) Late offers

PWGSC will return or delete offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in section 07.

For late offers submitted using means other than the Canada Post Corporation's Connect service, the physical offer will be returned.

---

For offers submitted electronically, the late offers will be deleted. As an example, offers submitted using Canada Post Corporation's Connect service, conversations initiated by the Bid Receiving Unit via the CPC Connect service pertaining to a late offer will be deleted. Records will be kept documenting the transaction history of all late offers submitted using CPC Connect service.

DELETE: 07 (2018-05-22) Delayed offers

INSERT: 07 (2022-03-29) Delayed offers

1. An offer delivered to the specified Bid Receiving Unit after the RFSO closing date and time but before the standing offer issuance date may be considered, provided the offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed offers.
    - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
      - i. a CPC cancellation date stamp;
      - ii. a CPC Priority Courier bill of lading;
      - iii. a CPC Xpresspost label;
- that clearly indicates that the offer was sent no later than the day before the RFSO closing date.
- b. The only piece of evidence relating to a delay in the CPC Connect service provided by CPC system that is acceptable to PWGSC is a CPC Connect service date and time record indicated in the CPC Connect conversation history that clearly indicates that the offer was sent before the RFSO closing date and time.
2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by PWGSC.
  3. Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

DELETE: 08 (2018-05-22) Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service

INSERT: 08 (2022-03-29) Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service

1. Facsimile
  - a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile.
    - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO.
    - ii. PWGSC regional offices: The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
  - b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
    - i. receipt of garbled, corrupted or incomplete offer;
    - ii. availability or condition of the receiving facsimile equipment;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the offer;
    - v. failure of the Offeror to properly identify the offer;
    - vi. illegibility of the offer; or

- vii. security of offer data.
  - c. An offer transmitted by facsimile will constitute the formal offer of the Offeror and must be submitted in accordance with section 05.
- 2. Canada Post Corporation's (CPC) Connect service
  - a. Unless specified otherwise in the RFSO, offers may be submitted by using the Connect service provided by Canada Post Corporation.
    - i. PWGSC, National Capital Region: The only acceptable email address to use with CPC Connect for responses to RFSOs issued by PWGSC headquarters is: [tpsgc.pareceptiondessaoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessaoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca), or if applicable, the email address identified in the RFSO.
    - ii. PWGSC regional offices: The only acceptable email address to use with CPC Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
  - b. To submit an offer using CPC Connect service, the Offeror must either:
    - i. send directly its offer only to specified PWGSC Bid Receiving Unit using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
    - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
  - c. If the Offeror sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.
  - d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the CPC Connect conversation open until at least 30 business days after the RFSO closing date and time.
  - e. The RFSO number should be identified in the CPC Connect message field of all electronic transfers.
  - f. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should an Offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the CPC Connect service.
  - g. For offers transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
    - i. receipt of garbled, corrupted or incomplete offer;
    - ii. availability or condition of the CPC Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the offer;
    - v. failure of the Offeror to properly identify the offer;
    - vi. illegibility of the offer;
    - vii. security of offer data; or
    - viii. inability to create an electronic conversation through the CPC Connect service.
  - h. The Bid Receiving Unit will send an acknowledgement of the receipt of the offer document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - i. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with

N° de l'invitation - Solicitation No.  
E6MON-22PQFL/A  
N° de réf. du client - Client Ref. No.  
E6MON-22PQFL

N° de la modif - Amd. No.  
001  
File No. - N° du dossier  
MTR-1-44240

Id de l'acheteur - Buyer ID  
MTR-504  
N° CCC / CCC No./ N° VME - FMS

- the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- j. An offer transmitted by CPC Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

## 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated on page 1 of the RFSO.

Only offers submitted using Connect service will be accepted. The Offeror must send an email requesting to open a Connect conversation to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**Note: Offers will not be accepted if emailed directly to this email address.** This email address is to be used to open a Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through a Connect message if the Offeror is using its own licensing agreement for Connect. (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/active>)

It is the Offeror's responsibility to ensure the request for opening a Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Steps to follow for the Bid Submission to Bid Receiving Unit (BRU) using Connect (<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-connect>)

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

**INSERT :**

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2022-03-29\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO. ([Section 1.2006 - Standard Instructions - Request for Standing Offers - Goods or Services - Buyandsell.gc.ca](https://buyandsell.gc.ca/Section%201.2006%20-%20Standard%20Instructions%20-%20Request%20for%20Standing%20Offers%20-%20Goods%20or%20Services%20-%20Buyandsell.gc.ca))

N° de l'invitation - Solicitation No.  
E6MON-22PQFL/A  
N° de réf. du client - Client Ref. No.  
E6MON-22PQFL

N° de la modif - Amd. No.  
001  
File No. - N° du dossier  
MTR-1-44240

Id de l'acheteur - Buyer ID  
MTR-504  
N° CCC / CCC No./ N° VME - FMS

## 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated on page 1 of the RFSO.

Only offers submitted using **CPC Connect** service will be accepted. The Offeror must send an email requesting to open a **CPC Connect** conversation to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**Note: Offers will not be accepted if emailed directly to this email address.** This email address is to be used to open a Connect conversation, as detailed in Standard Instruction **2006**, or to send offers through a Connect message if the Offeror is using its own licensing agreement for Connect. (**Section 1.2006 - Standard Instructions - Request for Standing Offers - Goods or Services - Buyandsell.gc.ca**)

It is the Offeror's responsibility to ensure the request for opening a **CPC Connect** conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Steps to follow for the Bid Submission to Bid Receiving Unit (BRU) using Connect (<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-connect>)

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

**DELETE :**

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the **2006** standard instructions. The Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The offer must be gathered per section and separated as follows:

Section I: Financial Offer – Annex B (Excel copy)  
Section II: Certifications

**Offers transmitted by facsimile or hardcopy will not be accepted.**

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>). To assist Canada in reaching its objectives, Offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

## Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B - Basis of Payment.

**INSERT :**

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The offer must be gathered per section and separated as follows:

- Section I: Financial Offer – Annex B (Excel copy)
- Section II: Certifications

**Offers transmitted by facsimile or hardcopy will not be accepted.**

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

- 3) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 4) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

## Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B - Basis of Payment.

**DELETE :**

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

**INSERT :**

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada \(EDSC\) -Labour](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

**DELETE :**

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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>) issued by Public Works and Government Services Canada.

##### 6.3.1 General Conditions

[2005 \(2017-06-21\) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.](#)  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>

**INSERT :**

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) ([Standard Acquisition](#)

**Cluses and Conditions (SACC) Manual - Buyandsell.gc.ca** issued by Public Works and Government Services Canada.

### 6.3.1 General Conditions

**2005 (2022-01-28)** General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

**Subsection 3 - General Conditions - Buyandsell.gc.ca**

**DELETE :**

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### B. RESULTING CONTRACT CLAUSES

#### 6.2 Standard Clauses and Conditions

##### 6.2.1 General Conditions

**2010A (2021-12-02)**, [General Conditions - Goods \(Medium Complexity\) apply to and form part of the Contract.](#)

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/20>

Section 16 Interest on Overdue Accounts, of **2010A (2021-12-02)** will not apply to payments made by credit cards.

Subsection 32 of 2010A: General conditions: Goods (medium complexity) is incorporated as follows:

2010A 32 (2021-11-04) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:

- a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
  - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:
- Criminal Code*
- i. section 279.01 (Trafficking in persons);
  - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
  - iii. subsection 279.02(1) (Material benefit - trafficking);
  - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
  - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
  - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
- Immigration and Refugee Protection Act*
- vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
- i. in the case of a conviction, whether the court acted within its jurisdiction;
  - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - iii. whether the court's decision was obtained by fraud; or
  - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

**INSERT :**

## 6.2 Standard Clauses and Conditions

### 6.2.1 General Conditions

**2010A (2022-01-28)**, General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

**Section 3.2010A - General Conditions - Goods (Medium Complexity) - Buyandsell.gc.ca**

N° de l'invitation - Solicitation No.  
E6MON-22PQFL/A  
N° de réf. du client - Client Ref. No.  
E6MON-22PQFL

N° de la modif - Amd. No.  
001  
File No. - N° du dossier  
MTR-1-44240

Id de l'acheteur - Buyer ID  
MTR-504  
N° CCC / CCC No./ N° VME - FMS

---

Section 16 Interest on Overdue Accounts, of **2010A (2022-01-28)** will not apply to payments made by credit cards.

\*\*\*\*\*

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME**