



CANADA'S REPRESENTATIVE
 Irena Stevic
 MISSION PROCUREMENT – AAO
 125 SUSSEX DRIVE
 OTTAWA, ONTARIO, CANADA, K1A 0G2

**REQUEST FOR QUOTATION
 (RFQ)**

TITLE Chiller Compressor for the High Commission of Canada in Nairobi, Kenya	
SOLICITATION NO. 22-213420	DATE June 15, 2022
PROPOSAL DELIVERY In order for the proposal to be valid, it must be received no later than 14:00 pm EST (Ottawa, Ontario time) on July 7, 2022. 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 #: 22-213420	
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



Part 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into 4 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 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;
- Part 4 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

1.2 Summary

- 1.2.1 The purpose of this RFQ is to select a supplier to enter into a contract with the Department of Foreign Affairs, Trade and Development (DFATD) for the supply, delivery and installation of a Compressor circuit 1 of the Chiller 1 compatible with the Trane TRTAB 212 Chiller, including ancillary items, at the High Commission of Canada (HCC) in Nairobi, Kenya, as described in the Statement of Work (Annex A).
- 1.2.3 There are no Security requirements associated with this requirement, however, Contractor's personnel shall be escorted and placed under supervision at the High Commission of Canada at all times during the performance of the Work.

PART 2 - BIDDER INSTRUCTIONS

2.1 Language of Proposal:

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

2.2 Bid Preparation Instructions:

Canada requests that Bidders provide their Bid as follows:

- a) **Pricing:** Bidders must submit their financial bid in accordance with the Price Proposal Form on page 5 of this RFQ. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in US Dollars (USD) in each cell requiring an entry in the pricing tables.
- b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in this RFQ for the entire Contract Period.
- c) **Mandatory Technical Criteria:** Bidders must submit their response to the mandatory evaluation criteria as per clause 3.1 of this RFQ.



2.3 Submission of Bids Instructions:

- a) Bids must be submitted to the Contracting Officer by the date and time indicated on page 1 of the bid solicitation.
- b) Submissions are not permitted after Solicitation Closing date and time as detailed on cover page.
- c) Format of Bid Documents: Bidders must submit bid documents in any of the following approved formats:
 - i. Adobe PDF
 - ii. Microsoft Word or Microsoft Excel
- d) Note: Bidders that submit bid documents in other formats do so at their own risk, as Canada may be unable to read them.
- e) If the bidder is experiencing difficulties transmitting the email to the Email Address for Bid Submission, the bidder should contact DFATD immediately at the Contracting Authority's Coordinates provided on the cover page of this document.

By submitting a bid, the bidder is confirming it agrees that Canada is not responsible for:

- i. Any technical problems the bidder may be experiencing in submitting a bid,
- ii. attachments rejected or quarantined because they contain malware or other code that is screened out by DFATD for security reasons; or
- iii. any technical problems that prevent DFATD from opening the attachments is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated without that portion of the bid. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

2.4 Communications, Enquiries, Suggested Improvements

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 **3** days before the bid closing date. Enquiries and suggestions received after that time may not be answered.

2.6 Equivalent Products

- 2.6.1 Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 2.6.2 Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.



2.6.3 In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

PART 3 – EVALUATION PROCEDURES AND BASIS OF SELECTION

3.1 Mandatory Technical Criteria

Failure to comply with any of the mandatory criteria of the Table 3.1 will disqualify the Bid and the Bid will receive no further consideration. **The Bidder must provide a proof for every mandatory criteria of the Table 3.1**

MANDATORY TECHNICAL CRITERIA Table 3.1			
N°	Description	Compliance (Bidder to complete)	Proof
M1	Bidder must provide a copy of the company Registration Certificate	Bidder to submit.	Bidder to submit.
M2	Is the proposed Compressor compatible with the Trane TRTAB 212 Chiller?	Yes No	Bidder to submit.
M3	Does the proposed compressor meet the specifications of the article 3. of the Annex A – SOW?	Yes No	Bidder to submit.
M4	Are you a manufacturer of either the chiller or the compressor?	Yes No	Bidder to submit.
M5	Are you an authorized dealer of either the chiller or the compressor?	Yes No	Bidder to submit.
M6	Have you or manufacturer of the compressor being offered been in the business of the supply and installation of same or equivalent equipment for the last five calendar years from date of issuance of this RFP?	Yes No	Bidder to submit.

- 3.1.1 To be declared responsive, a bid must:
- (a) comply with all the requirements of this RFQ; and
 - (b) meet all mandatory criteria.

3.2 Basis of Selection

Should Canada elects to proceed with a contract, the Bidder with the lowest priced compliant Bid will be awarded the Contract.



PRICE PROPOSAL FORM

Name of the Firm: _____
 Address: _____
 Contact Person: _____
 Phone number: (____) ____ - _____
 Email: _____@_____

The Bidder shall provide a Quote containing all pricing necessary to execute all Work as per Annex A – Statement of Requirement.

All material shall be delivered and installed at the High Commission of Canada, Nairobi, located along Limuru Road, Gigiri in Nairobi, Kenya.

If needed, the Bidder can add additional rows to the table below.

Total Price Proposal:

Description	QTY	Unit Price (USD)	Extended Price (USD)
Compressor, Equipment and Material		\$ _____	\$ _____
Labour and Services		\$ _____	\$ _____
Shipping		\$ _____	
Travel and Living for personnel (if applicable)		\$ _____	\$ _____
Extended Manufacturer Warranty (if applicable)		\$ _____	\$ _____
Applicable Taxes (including VAT and duties)		\$ _____	\$ _____
Total Firm Proposal Price			\$ _____

Signature

Date

Name and Title of the Contractor's Representative



PART 4 – RESULTING CONTRACT CLAUSES

3.1 Standard Instructions, 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.

3.2 General Conditions

General Conditions 2029 (2022-01-28) - Goods or Services (Low Dollar Value) apply to and form part of the Contract as detailed in Annex C, General Conditions.

3.3 Insurance – No Specific Requirement

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

3.4 Security Provisions

There is no security requirement associated with this requirement.

3.5 PAYMENT TERMS

3.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as follows:

3.5.2 Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm price as specified in Annex “B” Basis of Payment in United States Dollars (USD), DDP Nairobi Incoterms® 2020, Value Added Tax (VAT) extra (if applicable).

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

3.5.3 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- 3.5.3.1 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;
- 3.5.3.2 all such documents have been verified by Canada;
- 3.5.3.3 the Work delivered has been accepted by Canada



3.7 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 Nairobi, Kenya.

3.8 Health and Safety

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.

The Contractor must ensure that health and safety guidelines are adhered to with respect to all health and safety regulations and measures including personnel and fire hazards recommended by National codes and/or prescribed by the authorities having jurisdiction concerning equipment, work habits and procedures.

The Contractor must ensure that all equipment used to perform the work is in a state of good repair including performing periodical testing of on-site equipment in accordance with any Health & Safety requirement under Indian Law. The Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor must be responsible for supplying suitable replacement equipment.



ANNEX A – STATEMENT OF WORK

1. TITLE

Supply, delivery and installation of the Chiller Compressor for the High Commission of Canada in Nairobi, Kenya

2. BACKGROUND

The High Commission of Canada (HCC) in Nairobi, Kenya operates a Trane TRTAB 212 Chiller. The Compressor circuit 1 of the Chiller 1 is faulty and needs to be replaced through this procurement.

3. OBJECTIVE OF THE WORK AND COMPRESSOR SPECIFICATIONS

Supply, delivery, installation and testing of a TRANE Helirotor Compressor (or equivalent), whose specifications are as below;

- Voltage Range: 400/15/50/3
- Full Load (A): 90
- Electrical Power (kW): 53
- Locked Rotor Star/Delta Connection (A): 190/583
- Nominal Flow Rate (m³/h): 205
- RPM: 2900
- Maximum Pressure (Bar): 92
- Refrigerant: R134A

4. LOCATION

The compressor shall be delivered, installed and tested at the High Commission of Canada, Nairobi, located along Limuru Road, Gigiri in Nairobi, Kenya.

5. TASKS TO BE PERFORMED

5.1. Supply of the Compressor

5.1.1. The contractor shall supply and install a TRANE Helirotor Compressor (or equivalent), whose specifications are as described in point 2. of this document.

5.1.2. The Contractor represents and warrants that the parts delivered contains no counterfeit parts, components or materials. No material, part, or component other than a new and authentic part shall be used

Counterfeit Part definition— A part that is an unauthorized copy or substitute that has been identified, marked, and/or altered by a source other than the item's legally authorized source, and has been misrepresented to be an authorized part of the legally authorized source. This definition includes used parts represented as new parts.

5.2. Shipment of the Compressor

5.2.1. The contractor shall be at liberty to deliver the compressor as an assembled unit or as individual components to be assembled on site by the contractor.

5.2.2. The assembled compressor or parts shall only be shipped upon written confirmation by HCC. This is to ensure that all paperwork is in place prior to shipment of parts to avoid any demurrage charges.



5.2.3. The contractor shall provide to HCC all necessary shipping documentation to facilitate importation of the parts into Kenya, including Airway Bill/Bill of Lading, Invoice and Packing Lists.

5.2.4. HCC shall appoint a local clearing agent and apply for duty-exemption from the Kenyan Ministry of Foreign Affairs (MFA) – timeline is 4 weeks (maximum)

5.2.5. Once HCC receives duty exemption from MFA, Mission shall advise the contractor in writing to airfreight the goods.

5.3. Inspection of Components, Goods And Materials

5.3.1. The HCC shall have fourteen (14) days after delivery of any compressor, components, goods and materials to inspect them and to reject and refuse acceptance of any item not conforming to the specifications as outlined in this document.

5.3.2. Inspection prior to delivery does not relieve the contractor from any of its contractual obligations.

5.4. Replacement of the new Compressor onto the Chiller Unit

5.4.1. Best materials

5.4.1.1. All work shall be executed with new and authentic materials and components and subject to the approval of the High Commission of Canada. The Contractor warrants that all goods and materials used in the carrying out of works, conform to the specifications-are the best materials of their respective kind, free from all imperfections and in a sound, workman like and substantial manner and, in all respects, fit for the purposes for which such goods and materials are ordinarily used and, and are free from defects in workmanship and materials.

5.4.2. Intervention and Supervision of the Compressor Replacement

The contractor shall;

5.4.2.1. - Logout and tag out the chiller

5.4.2.2. - Replace defective compressor

5.4.2.3. - Replace refrigerant filter

5.4.2.4. - Replace oil

5.4.2.5. - Perform a leak test by nitrogen pressure

5.4.2.6. - Vacuum the system

5.4.2.7. - Charge the required quantity of refrigerant

5.4.2.8. Test and commission the newly installed compressor.

5.4.2.8.1. Check the general operation of the unit.

5.4.2.8.2. Log the operating temperatures, pressures, voltages, and amperages.

5.4.2.8.3. Check the operation of the control circuit;

5.4.2.8.4. Check the operation of the lubrication system. If required, oil filter shall be provided by HCC.

5.4.2.8.5. Check the operation of the motor and starter;

5.4.2.8.6. Analyze the recorded data. Compare the data to the original design conditions;

5.4.2.8.7. Return unit to normal operation to ensure complete system integration and functionality. All units' operations must be confirmed;

5.4.2.8.8. Provide a written report of completed work, operation log and indicate any uncorrected deficiencies detected.

N/B: All necessary lifting tools, consumable material and mechanical tools will be provided by HCC

5.5. Time Frame, Milestones

5.5.1. The contract shall be executed on specific dates to be agreed upon both parties, as follows:

5.5.1.1. The Contractor shall ensure that all parts required for the intervention are supplied and delivered at the HCC Nairobi by 15th August 2022.

5.5.1.2. Contractor shall ensure that installation, testing and commissioning of the compressor is done by 31st August 2022.



5.5.2. The timelines are subject to change due to operational requirements and possible global supply chain delays. The Contractor shall work with HCC regarding actual dates, timings and Covid 19 protocols to ensure that time lines above are adhered to.

6. RESOURCES PROVIDED BY HCC

- 6.1. Escort within the Chancery Premises by HCC staff during installation, testing and commissioning of the compressor.
- 6.2. Plumbing contractor services if required
- 6.3. Availability of at least one technician during the contract period.
- 6.4. Necessary lifting tools, consumable material and mechanical tools as required during installation of the compressor.

7. RESOURCES PROVIDED BY CONTRACTOR

- 7.1. One (1) service engineer during installation, testing and commissioning of the compressor.

8. CONTRACTOR'S RESPONSIBILITIES

- 8.1. Making travel and boarding arrangements for engineer assigned to this contract, including local transport arrangements within Nairobi.
- 8.2. Obtaining Visa for the visit.
- 8.3. Security and safety of assigned engineer whilst outside HCC premises.
- 8.4. Ensuring that works outlined in the Statement of Requirement are executed as per the clause (4) above.

9. ANY CONSTRAINTS

- 9.1. Working beyond normal working hours are deemed part of this contract at no extra cost.

10. DELIVERABLES

- 10.1. Successful installation, testing and commissioning of the chiller compressor as per manufacturer recommendation.
- 10.2. A detailed report which shall include but not limited to the following:-
 - 10.2.1. Summary of Work Performed
 - 10.2.2. Recommendations



ANNEX B – BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm price of _____ (to be entered a contract award), in United States Dollars (USD), DDP Nairobi Incoterms® 2020, customs duties and excise taxes are included, Value Added Tax (VAT) extra (if applicable).

All prices within this basis of payment are in United States Dollars (USD)

All material shall be delivered and installed at the High Commission of Canada, Nairobi, located along Limuru Road, Gigiri in Nairobi, Kenya.

Total Price Proposal:

Description	QTY	Unit Price (USD)	Extended Price (USD)
Compressor, Equipment and Material		\$ _____	\$ _____
Labour and Services		\$ _____	\$ _____
Shipping		\$ _____	
Travel and Living for personnel (if applicable)		\$ _____	\$ _____
Extended Manufacturer Warranty (if applicable)		\$ _____	\$ _____
Applicable Taxes (including VAT and duties)		\$ _____	\$ _____
Total Firm Proposal Price			\$ _____