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Request for Proposal (RFP)

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

Title Building maintenance of the Chancery of the Embassy of Canada to Tunisia	
Solicitation no. 22-198066	Date September 30, 2022
Proposal Delivery In order for the proposal to be valid, it must be received no later than 2:00 PM EDT (Ottawa, Ontario time) on November 01, 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 #: 22-198066	
Offer to: Department of Foreign Affairs, Trade and Development Canada We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor. Name and title of person authorized to sign on behalf of the supplier:	
_____ Signature	_____ Date



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

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

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

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

The annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), Insurance Requirements (Annex C), Security Requirements Check List (Annex D).

1.2 SUMMARY

- 1.2.1** The purpose of this RFP is to select a supplier to enter into a contract with the Embassy of Canada in Tunis (Tunisia), of the Department of Foreign Affairs, Trade and Development (DFATD) to provide building maintenance services as described in the Statement of Work (Annex A).
- 1.2.2** More specifically, the Contractor will be responsible for preventive and corrective maintenance operations and will provide various services in accordance with requirements, calling on internal or external experts to proceed with repairs or obtain the required quotes and specialized material. The Contractor will be responsible for the maintenance of the central HVAC system, split air-conditioning system, emergency power supply, power distribution system, uninterruptible power supply, emergency lighting, CDI alarm system, portable extinguishers, plumbing and water pumps, sprinkler system and any other various repair and maintenance work.
- 1.2.3** The Work is to be performed from the contract award date tentatively set for 01 December 2022, for a period of 3 firm years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of 2 additional one-years irrevocable option periods under the same terms and conditions.
- 1.2.4** There are security requirements associated with this requirement. For additional information, consult Part 5 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](#) of



Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2.4 The requirement may be subject to the provisions of the:

- Canadian Free Trade Agreement (CFTA)
- Canada - Chile Free Trade Agreement
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- Canada - Columbia Free Trade Agreement
- Canada - European Union Comprehensive Economic and Trade Agreement (CETA)
- Canada - Honduras Free Trade Agreement
- Canada - Korea Free Trade Agreement
- Canada - Panama Free Trade Agreement
- Canada - Peru Free Trade Agreement
- Canada - UK Trade Continuity Agreement (Canada-UK TCA)
- Canada - Ukraine Free Trade Agreement
- World Trade Organization - Agreement on Government Procurement (WTO-AGP)

1.3 CONTRACT DOCUMENT

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

1.4 INTERPRETATION

In this document, unless the context otherwise requires:

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

"Bid" is an offer to provide services or supply goods as a result of a solicitation, it also means "Proposal", and the terms can be used interchangeably in this document;

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

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

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



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF BIDS

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

2.2 REFERENCE CLAUSES

2.2.1 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

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

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

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

2.3 STANDARD INSTRUCTIONS

2.3.1 The [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26) (2022-03-29) Standard Instructions - *Goods or Services - Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26), are incorporated by reference into and form part of the bid solicitation.

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

2.3.3 Subsection 02 (2020-05-28) Procurement Business Number

This subsection is deleted in its entirety

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

Delete: sixty (60)

Insert: one hundred and twenty (120)

2.3.5 Subsection 06 (2022-03-29) Late Bids

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

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

- returned to the Bidder in the case where hard copies were requested; or



- deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Bids clause stipulated in paragraph 2.3.6

2.3.6 Subsection 07 (2022-03-29) Delayed Bids

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

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

2.3.7 Subsection 08 (2022-03-29) Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect service

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by Canada Post Corporation's (CPC) Connect service.

2.4 SUBMISSION OF BIDS

2.4.1 Bids must be received by DFATD at the electronic address identified and by the date and time on page 1 of the Request for Proposal (RFP). Bids must NOT be sent directly to Canada's Representative. Canada will not be responsible for bids delivered to a different address. Bids sent directly to Canada's Representative may not be considered.

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

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

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

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

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

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

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

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



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

- 2.4.3** Canada requires that each bid, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a bid is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of [2003](#) (2022-03-29) *Standard Instructions - Goods or Services - Competitive Requirements*.
- 2.4.4** It is the Bidder's responsibility to:
- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
 - (b) prepare its bid in accordance with the instructions contained in the RFP;
 - (c) submit by closing date and time a complete bid;
 - (d) send its bid only to the address specified on page 1 of the RFP;
 - (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the bid; and,
 - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.5** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- 2.4.6** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.7** A bid cannot be assigned or transferred in whole or in part.

2.5 BIDDER'S CONFERENCE AND/OR SITE VISIT - MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. The Bidder's representative should contact Mounira Abidi, Facilities Manager at the Embassy of Canada to Tunisia, at: Mounira.Abidi@international.gc.ca during the week of October 10th, 2022 in order to schedule a mandatory site visit. The site visit will be held with each Bidder individually on first come first serve basis in the Canadian Embassy in Tunis, Tunisia.

Bidders are requested to confirm their attendance with Ms. Abidi no later than **3** working days before the site visit and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit.



Bidders must comply with all prevention and infection control measures put in place by the Canadian mission including, but not limited to, practicing physical distancing, using personal protective equipment (PPE) as necessary, etc.

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

Please note, any travel and other costs associated with attending the site visit form part of "Bid Costs" as per 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, and will not be reimbursed by Canada.

2.6 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS

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

2.7 APPLICABLE LAWS

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

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

2.8 ENTIRE REQUIREMENT

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



Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.9 DEBRIEFINGS

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

2.10 CHALLENGES

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

2.11 NO PROMOTION OF BIDDERS INTEREST

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

2.12 LEGAL CAPACITY

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

2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT

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

- A. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#); or
- B. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#); or
- C. section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#); or
- D. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#); or
- E. section 239 (*False or deceptive statements*) of the [Income Tax Act](#); or
- F. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#); or
- G. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#); or



- H. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- I. any provision under any law other than Canadian law having a similar effect to the above-listed provisions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

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

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

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

Section I: to be labeled "**Technical Bid**";

3.2 TECHNICAL BID INSTRUCTIONS

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

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

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

Section II: to be labeled "**Financial Bid**";

3.3 FINANCIAL BID INSTRUCTIONS

Bidders must submit their Financial Bid in accordance with ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM. Prices must appear in Section II **only** and must not be indicated in any other section of the Bid. Failure to comply may result in the Bid being declared non-compliant and rejected from further consideration. All the information required in the Financial Bid should appear in a separate document and should be identified as the Financial Bid. Financial Bids will only be opened after the evaluation of the Technical Bid is completed. **Estimates provided in ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM are strictly for evaluation purposes and are not a guarantee under the contract.**

3.4 FIRM MONTHLY PRICE



- 3.4.1** Bidders must quote an all-inclusive Firm Monthly Price in Canadian Dollars (CAD) or Tunisian Dinars (TND) on the attached form Financial Bid Form. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Bid (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.
- 3.4.2** All payments will be made according to the terms of payment set out in the Draft Contract.
- 3.4.3** Bids submitted in Tunisian Dinars (TND) will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in Tunisian Dinars (TND).
- 3.4.4** Bidder will not be reimbursed for travel and living expenses incurred in the performance of the Work.

3.5 DISBURSEMENT OR OTHER DIRECT EXPENSES

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

3.6 INSURANCE – PROOF OF AVAILABILITY PRIOR TO CONTRACT AWARD

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Tunis stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

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

Section III: to be labeled "Certifications";

3.7 CERTIFICATIONS

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



ATTACHMENT 1 TO PART 3 - CERTIFICATIONS

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

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

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

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

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

Certification Number	Certification Text	Initial
C1	<p>INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES</p> <p>In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.</p>	_____
C2	<p>STATUS AND AVAILABILITY OF RESOURCES</p> <p>The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with equal or higher qualifications and experience. The Bidder must advise Canada's Representative of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.</p> <p>If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from Canada's Representative, provide a written</p>	_____



	confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-compliant.	
C3	EDUCATION AND EXPERIENCE The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.	_____
C4	USE OF SUBCONTRACTOR(S) The Bidder must inform Canada if it chooses to use a subcontractor(s) to complete the Work or a portion of the Work. Canada reserves the right to approve or reject of the use of subcontractors as per the Resulting Contract Clauses part of this RFP.	Does the Bidder intent to use one or more subcontractors? Yes <input type="checkbox"/> No <input type="checkbox"/> _____
C5	JOINT VENTURES The Bidder must inform Canada if it is a Joint Venture and provide the information required in order to comply with the Bidder Instructions part of this RFP.	Is the Bidder a Joint Venture? Yes <input type="checkbox"/> No <input type="checkbox"/> _____
C6	VALID LICENSES The Bidder certifies that it will maintain any necessary valid (not expired) licenses throughout the duration of the Contract.	_____

CERTIFICATION STATEMENT

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

Name of Authorized Individual

Signature of Authorized Individual

Date



ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM

Name of Bidder:

Address:

Contact Person:

Phone number: () -

E-mail:

Print Name and Capacity

Date

Firm Monthly Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm monthly price of _____ (*INSERT CURRENCY*). Any Applicable Tax is extra.

Note 1:

As per article 3.4 Firm Monthly Price of this RFP, Bidders must quote an all-inclusive Firm Monthly Price in Canadian Dollars (CAD) or Tunisian Dinars (TND).

Bids submitted in Tunisian Dinars (TND) will be converted to Canadian currency for evaluation purposes only. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in Tunisian Dinars (TND).

Note 2:

As per Annex B of this RFP, Disbursement or Other Direct Expenses, will form part of the resulting contract and the yearly estimate for these variable expenses is provided in the Annex B. These expenses will not be part of the solicitation process as it is not possible for the Bidder to estimate them.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

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

4.2 TECHNICAL EVALUATION

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

4.3 BASIS OF SELECTION: Highest Combined Rating of Technical Merit and Price

- 4.3.1 To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 36 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 65 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 8. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

Proposals must identify the qualifications and experience of the firm and the proposed resource personnel to carry out the tasks by systematically addressing each of the experience requirements as detailed below.

Proposals must provide supporting information in number of years/projects consisting of detailed resumé(s) that clearly describe the degree and nature of the knowledge/experience possessed by each proposed resource, including that of the firm. Supporting information shall include previous experience compliant with the factors listed below. Up to the maximum number of points specified below will be awarded for each factor based on length and depth of experience. The points will then be totaled.

MANDATORY EVALUATION CRITERIA			
Non-compliance with any mandatory criteria will render the Bid null and void.			
	Compliant	Non-Compliant	Page Reference
<p>MC.1 Bidder's personnel that will be performing work at the mission premises, must obtain a valid personnel security screening level of RELIABILITY STATUS to be issued by Canadian security authorities.</p>			
<p>MC.2 Bidder must have a permanent office located in the Tunis area, staffed with permanent employees. The Bidder must provide the address of its permanent office in Tunis.</p>			
<p>MC.3 Bid must be submitted in English or French.</p>			
<p>MC.4 Bidders must submit their company profile, including experience with 3 similar and equivalent projects as per the rated criteria CE.1. Bidders that submitted less than 3 projects will be rendered non-compliant.</p>			
<p>MC.5 Bidder must indicate whether they plan to use subcontractors (no co-contractor will be accepted) to provide certain types of services and resources for the purposes of the contract. - If yes, provide the complete addresses, responsible contact person and phone and fax numbers of these subcontractors. - The Bidder must provide details of the services to be performed by its appointed specialized</p>			



<p>subcontractors (if any) and the equipment needed by these subcontractors to carry out the specialized work. The resulting contract shall not be awarded in any way to a subcontractor.</p>			
<p>MC.6 The bidder must hold insurance covering its employment liability for an unlimited amount, as well as civil liability insurance with coverage amounting to at least one million, five hundred thousand Tunisian Dinars (1,500,000 TND) for any incident or accident and without limit with respect to the contract.</p> <p>The Contractor shall at all times maintain in force such policies of insurance with reputable insurers or underwriters as shall fully insure and indemnify the Contractor against liability, as follows:</p> <ul style="list-style-type: none"> - To the Crown and to any employee of the Crown: 1,500,000 TND; - To the Contractor's employees: 1,500,000 TND - To any other person: 1,500,000 TND - To assets: 1,500,000 TND for the above-mentioned amounts. <p><u>The bidder must provide a proof of such insurance.</u></p>			

	POINT RATED EVALUATION CRITERIA	Evaluation Scale
CE.1	<p>Corporate experience</p> <p>Objective:</p> <p>Evaluate the bidder's corporate experience with similar projects obtained within the last 10 years.</p> <p>Provide adequate experience consisting of three (3) projects of similar size and scope or an equivalent combination of three (3) larger and smaller projects.</p> <p>Required experience is:</p> <ul style="list-style-type: none"> - Similar experience with public contracts (cities, embassies, ministries); - Similar experience in strict security contexts (embassies, international organizations, banking institutions). <p>Required information:</p> <ul style="list-style-type: none"> - Client name; 	<p>Maximum 20 Points</p> <p>Significantly exceeds the requirement (18-20 points)</p> <p>Exceeds the requirement (15-17 points)</p> <p>Satisfactory (11-14 points)</p> <p>Does not meet the requirement (0-10 points)</p>



	<ul style="list-style-type: none"> - Brief description of size and scope of work and order of magnitude of costs; - Contract duration, from (month, year) to (month, year); - Name and contact information of the person for reference check. 	
CE.2	<p>Bidders team composition and employees' experience</p> <p>Objective:</p> <p>Assess the work team composition, including all subcontractors, for the contract period in order to perform all tasks related to the contact.</p> <p>Assess the recent experience of the proposed employees as well as the company's stability. Assess the competency of the contact person within the company.</p> <p>Required information:</p> <ul style="list-style-type: none"> - List of tasks performed by the principal firm; - Copies of resumes, diplomas and trades qualification for each technician assigned to the project; - The average number of years that the employees have worked for the Bidder's firm in each trade; - Seniority within the firm of technicians assigned to the project; - List of subcontractors along with their associated tasks; - The firm's ongoing training policy, if there is one. 	<p>Maximum 20 Points</p> <p>Significantly exceeds the requirement (18-20 points)</p> <p>Exceeds the requirement (15-17 points)</p> <p>Satisfactory (11-14 points)</p> <p>Does not meet the requirement (0-10 points)</p>
CE.3	<p>Work Plan</p> <p>Objective:</p> <p>Assess the Bidder's methodology for executing the Work.</p> <p>Required information:</p> <ul style="list-style-type: none"> - Summary of how all Work under this contract will be executed and managed; - Communications plan for communication between the various trades. 	<p>Maximum 20 Points</p> <p>Significantly exceeds the requirement (18-20 points)</p> <p>Exceeds the requirement (15-17 points)</p> <p>Satisfactory (11-14 points)</p> <p>Does not meet the requirement (0-10 points)</p>
CE.4	<p>Certification</p> <p>Does the Bidder have the ISO 9002 certifications?</p>	<p>Maximum 5 Points</p> <p>ISO 9002 - 5 points</p> <p>No certification - 0 points</p>
Minimum required score is 70% (36 points out of 65)		/65



PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

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

"Bid" is an offer to provide services or supply goods as a result of a solicitation, it also means "Proposal", and the terms can be used interchangeably in this document;

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

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

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

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

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

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

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

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

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

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

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

5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- (a) Articles of Agreement;
- (b) General Conditions [2035](#) (2022-05-12) Higher Complexity – Services;



- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);
- (e) Insurance Requirements (Annex C);
- (f) Security Requirements Check List (Annex D);
- (g) Contractor's bid dated yyyy-mm-dd. (*Inserted at Contract award*)

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

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Canada's Representative

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

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

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

5.3.2 Project Authority

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

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

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

5.3.3 Communication and Notices

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



5.3.4 Management of the Contract

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

5.3.5 Contractor's Representative

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

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

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

5.3.6 Amendment

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

5.3.7 Assignment

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

5.4 STANDARD CLAUSES AND CONDITIONS

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

5.5 GENERAL CONDITIONS

[2035](#) (2022-05-12), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.

5.6 ENTIRE AGREEMENT



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

5.7 APPLICABLE LAWS

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

5.8 NUMBER AND GENDER

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

5.9 POWERS OF CANADA / STATE IMMUNITY

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

5.10 TIME OF THE ESSENCE

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

5.11 EXCUSABLE DELAY

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

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

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

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

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



Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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

5.12 SEVERABILITY

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

5.13 SUCCESSORS AND ASSIGNS

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

5.14 SURVIVAL

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

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work

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

5.15.2 Period of the Contract

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

5.15.3 Option to Extend the Contract

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

5.15.4 Exercise of Option to Extend

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



5.15.5 Independent Contractor

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

5.15.6 Conduct

The Contractor must:

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

5.15.7 Time

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

5.15.8 Assigned Individuals

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

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

5.15.9 Resources

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

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

5.15.10 Replacements

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section *Assigned Individuals*. The fact that Canada does not order that a



replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

5.15.11 Compliance with Local Law

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

5.15.12 Inspection and Acceptance

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

5.15.13 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

- 5.15.13.1** At missions abroad, the Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canada-based staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult with Security Operations and Personal Safety Division (ISR) and Corporate Security Division (ISC).
- 5.15.13.2** This document does NOT contain **CLASSIFIED** information; however all or part of the Work involves possible access to **CLASSIFIED and/or PROTECTED** information/materiel.
- 5.15.13.3** The Contractor shall NOT remove, without the express written approval of the Project/Technical Authority, any **CLASSIFIED and/or PROTECTED** information from the work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.
- 5.15.13.4** The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that these requirements are complied with by subcontractors.
- 5.15.13.5** Subcontractors, **who** require access to **CLASSIFIED and/or PROTECTED** information or sensitive work sites, shall NOT be utilized without the prior, written approval of the Project /Technical Authority and Corporate Security Division **ISC**.
- 5.15.13.6** If the **Contractor** breaches Sub-paragraph (1) above, DFATD shall terminate this Contract immediately without notice or any further obligation to the **Contractor**.



The **Contractor** shall immediately refund to the Receiver General of Canada via DFATD all unspent funds provided under this Contract

5.15.14 Green Procurement

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

5.16 CERTIFICATIONS

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

5.17 HEALTH AND SAFETY

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

5.18 PAYMENT TERMS

5.18.1 Basis of Payment

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

5.18.2 Limitation of Price

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

5.18.3 Method of Payment – Monthly Payments

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



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

5.18.4 Audit

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

5.18.5 Invoicing Instructions

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

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

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

5.18.6 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of [2035](#) (2022-05-12) *General Conditions - Higher Complexity - Services*, to apply for the sole purpose of calculating interest on overdue accounts.

5.18.7 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of [2035](#) (2022-05-12) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.18.8 Remittance to appropriate tax authority

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



5.19 SUSPENSION AND INFRACTION

5.19.1 Suspension of the Work

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

5.19.2 Infraction

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

5.20 INSURANCE TERMS

5.20.1 Specific Insurance Requirement

- 5.20.1.1** The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 5.20.1.2** The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 5.20.1.3** The Contractor must forward to Canada's Representative prior to the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by Canada's Representative, forward to Canada a certified true copy of all applicable insurance policies.

5.21 GOVERNANCE AND ETHICS

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

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

5.21.2 Incapacity to Contract with the Government

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



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

5.21.3 Anti-Terrorism

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

5.22 DISPUTE RESOLUTION

5.22.1 Discussion and Negotiation

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



ANNEX A - STATEMENT OF WORK

Provided as a separate document.



ANNEX B - BASIS OF PAYMENT

Name of Bidder:

Address:

Contact Person:

Phone number: () -

E-mail:

Print Name and Capacity

Date

Firm Monthly Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm monthly price of _____ (*INSERT CURRENCY*). Any Applicable Tax is extra.

Disbursement or Other Direct Expenses

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

Estimated cost: 16,500.00 CAD/Year

Total Estimated Cost: 49,500.00 CAD (Applicable Tax extra.)



ANNEX C - INSURANCE REQUIREMENTS

The bidder must hold insurance covering its employment liability for an unlimited amount, as well as civil liability insurance with coverage amounting to at least one million, five hundred thousand Tunisian Dinars (1,500,000 TND) for any incident or accident and without limit with respect to the contract.

The Contractor shall at all times maintain in force such policies of insurance with reputable insurers or underwriters as shall fully insure and indemnify the Contractor against liability, as follows:

- To the Crown and to any employee of the Crown: 1,500,000 TND;
- To the Contractor's employees: 1,500,000 TND
- To any other person: 1,500,000 TND
- To assets: 1,500,000 TND for the above-mentioned amounts.

ANNEX D - SECURITY REQUIREMENTS CHECK LIST (SRCL)

Provided as a separate document.