



**CANADA'S REPRESENTATIVE**

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**REQUEST FOR QUOTATION**

**(RFQ)**

<b>TITLE</b> Supply and delivery of split AC units for Canadian Embassy, Colombo, Sri Lanka	
<b>SOLICITATION NO.</b> 24-243197	<b>DATE</b> June 07, 2023
<b>PROPOSAL DELIVERY</b>  In order for the proposal to be valid, it must be received no later than 14:00 pm EST (Ottawa, Ontario time) on June 28, 2023. This date is referred to herein as the "Closing date".  Only electronic copies will be accepted and received at the following email address:  <a href="mailto:internationalproposals@international.gc.ca">internationalproposals@international.gc.ca</a>  Solicitation #: 24-243197	
<b>OFFER TO: FOREIGN AFFAIRS, TRADE AND DEVELOPMENT CANADA</b>  <b>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.</b>  <b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE SUPPLIER.</b>	
_____ <b>Signature</b>	_____ <b>Date</b>



## 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 and delivery of 23 split AC Units, at the Embassy of Canada in Colombo, Sri Lanka, 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 Embassy 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 American 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	Do the ACs meet the specifications of the Annex A – SOW?	Yes No	Bidder to submit.
M2	Are you an authorized dealer of the ACs?	Yes No	Bidder to submit.
M3	Have you 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 pricing shall be in United States Dollars (USD)**, DDP Canadian Embassy in Colombo, Sri Lanka Incoterms® 2020, customs duties and excise taxes are included, Value Added Tax (VAT) extra (if applicable).

All material shall be delivered at the Canadian Embassy in Colombo, No.33a, 5th Lane, Colombo 03, Sri Lanka

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

**Total Price Proposal:**

Description	QTY	Unit Price (USD)	Extended Price (USD)
Equipment and Material		\$	\$
Shipping		\$	\$
Travel and Living for personnel (if applicable)		\$	\$
Extended Manufacturer Warranty (if applicable)		\$	\$
Applicable Taxes (including VAT and duties)		\$	\$
<b>Total Firm Proposal Price</b>			\$

\_\_\_\_\_  
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 Canadian Embassy in Colombo, Sri Lanka 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 Colombo, Sri Lanka.

### **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 and delivery of Split AC units for Canadian Embassy, Colombo, Sri Lanka

### 2. Scope

The Contractor shall supply and deliver the following split AC Units:

- 10 Nos 12,000 BTU non inverter type wall mounted Mitsubishi split AC units;
- 03 Nos 18,000 BTU non inverter type wall mounted Mitsubishi split AC units;
- 10 Nos 36,000 BTU inverter type Ceiling Suspended Mitsubishi split AC units.

### 3. Delivery Location

No.33a, 5<sup>th</sup> Lane, Colombo 03, Sri Lanka

### 4. New materials

The Contractor shall provide only new material that conforms to this SOW (Statement of Work) and the accompanying drawings. All materials shall be free from contamination, weathering, warping, rust and other damage. Any damaged or inferior materials brought to the site shall be removed and replaced at the cost of the Contractor. The Contractor is obliged to provide all materials, equipment, consumables (such as fuels and oils), labour and supervision required for completion of this project.

### 5. Site Clean-up

To maintain a clean and safe work site, the Contractor shall:

- Ensure the work site is kept neat and tidy at all times.
- Perform a daily site clean-up.
- At no time shall the property be left without a functioning gate overnight.

### 6. Work hours

Work hours are typically 0800h-1600h – Monday to Friday. If extended work hours are required to complete tasks on time, the Contractor shall arrange any schedule modifications with the Canada's Representative and provide any additional measures required.

### 7. Security and Escorts:

The Contractor must provide the Canada's Representative with a minimum of 24 hours' notice to access the site. Before authority will be provided to access the site, the Contractor will provide:

- A complete list of the employees who will work on the site a minimum of 24hrs in advance, or they will not be granted access;
- ID card numbers





- The name of the supervisor assigned to the work;
- A complete list of all equipment that will remain on the site for the duration of the work.

Identification for replacement workers must be received by the Canada's Representative minimum 24hrs before replacements are scheduled to report to the site. Workers or drivers will not be permitted access to the site unless the replacement identification is received by the Canada's Representative. Employee screening will be conducted daily at the entrance to the site.

Contracted employees will only be permitted access to areas of the Embassy of Canada that are necessary to complete the project. Contracted employees who enter unauthorized areas will be removed from the site at Contractor expense.

Contractor will agree that in order for contracted employees to enter the Embassy grounds they will exchange their I.D. Cards for escorted visitor pass. Their ID will be returned at the end of the day once the Embassy security personnel have received the visitor pass.

The Contractor will agree that no employee will be permitted to bring a cellphone or any other transmitting device onto the site. All telephones/transmitting devices will be secured by Embassy security at the beginning and returned at the end of the workday.

#### **8. Final Documents:**

Upon completion of the project, the Contractor shall provide a complete, itemized invoice.

#### **9. Contractor's Project Manager/Site Supervisor:**

The Contractor shall provide an English-speaking supervisor onsite for the duration of the project to act on behalf of the Contractor for all matters related to this project. If an interpreter is required, the Contractor will provide he/she and he/she must remain onsite whenever Contracted workers are onsite.

#### **10. Safety:**

The Contractor will provide his employees with Personal Protective Equipment, which must be worn whenever workers are on the construction site. Workers must wear closed toe shoes at all times while on the site.

Gloves, overall clothes and safety glasses are necessary for welding on the doors project work by the Canada's Representative.

The Contractor is responsible to ensure that the job site remains safe and appropriately barricaded and signed to minimize potential injuries to non-workers. The Canada's Representative will determine suitability of Contractor furnished barricades/signage.

Should the Canada's Representative deem that worker(s) are not meeting any safety requirements; the offending worker(s) may be asked to immediately leave the site at Contractor's expense.



**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 Canadian Embassy in Colombo, Sri Lanka Incoterms® 2020, customs duties and excise taxes are included, Value Added Tax (VAT) extra (if applicable).

All material shall be delivered at the Canadian Embassy in Colombo, No.33a, 5<sup>th</sup> Lane, Colombo 03, Sri Lanka

**Total Price:**

Description	QTY	Unit Price (USD)	Extended Price (USD)
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Shipping		\$	\$
Travel and Living for personnel (if applicable)		\$	\$
Extended Manufacturer Warranty (if applicable)		\$	\$
Applicable Taxes (including VAT and duties)		\$	\$
<b>Total Firm Price</b>			\$