



CANADA'S REPRESENTATIVE

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Request for Proposal (RFP)

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

Title Landscaping and Ground Maintenance Services at the High Commission of Canada in India, in New Delhi	
Solicitation no. 24-244115	Date March 13, 2024
Proposal Delivery In order for the proposal to be valid, it must be received no later than 2pm EDT (Ottawa, Ontario time) on April 12, 2024. 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 #: 24-244115	
Offer to: Department of Foreign Affairs, Trade and Development Canada We hereby offer to sell to His Majesty the King 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 2 to Part 3 includes the Financial Bid Form, Attachment 1 to Part 4 includes the Evaluation criteria,

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

1.2 SUMMARY

- 1.2.1 The purpose of this RFP is to select a supplier to enter into a contract with the High Commission of Canada in India, in New Delhi, of the Department of Foreign Affairs, Trade and Development (DFATD) to provide Landscaping and Ground Maintenance services as described in the Statement of Work (Annex A).
- 1.2.2 The Work is to be performed from the contract award date tentatively set for June 1st, 2024, for a period of two (2) 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 three (3) additional one-year irrevocable option periods under the same terms and conditions.
- 1.2.3 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](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) 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", "His Majesty", the "Minister" or the "Government" means His Majesty the King 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/1/2003/27) (2023-06-08) Standard Instructions - *Goods or Services - Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/27), 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 eighty (180)

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 (2023-06-08) 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](#) (2023-06-08) *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 BIDDERS' CONFERENCE AND SITE VISIT – MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the conference and a site visit. The visit will be held at High Commission of Canada, 7/8, Shantipath, Chanakyapuri, New Delhi – 110021 on March 21st, 2024, at 11am local time in New Delhi, India and will be followed by a conference.

Bidders are requested to confirm their attendance with Canada's Representative no later than 2 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 conference and 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 conference and 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 conference and/or a site visit will be included as an Addendum to this Bid solicitation.

Please note, any travel and other costs associated with attending a conference and/or a site visit form part of "Bid Costs" as per [2003](#) (2023-06-08) 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 <https://citt-tcce.gc.ca/en>

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 His Majesty*) or section 154.01 (*Fraud against His 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 His Majesty or section 418 (*Selling defective stores to His 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 PRICE

3.4.1 Bidders must quote an all-inclusive Firm Price in Indian Rupee (INR) 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.

3.5 FIRM HOURLY RATES

3.5.1 Bidders must quote Hourly Rates in Indian Rupee on the attached form Financial Bid Form. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, and all costs resulting from the performance of any additional Work described in the Bidder's Bid (unless clearly described as an option).

3.5.2 The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

3.5.3 All payments will be made according to the terms of payment set out in the Draft Contract.

3.6 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.

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.

Certification Number	Certification Text	Initial
C1.1	<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>	_____
C1.2	<p>INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION</p> <p>In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, 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 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.</p>	
C3	<p>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..</p>	_____
C4	<p>FORMER PUBLIC SERVANT Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required below before contract award.</p> <p>For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:</p> <ol style="list-style-type: none"> an individual; an individual who has incorporated; a partnership made of former public servants; or a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity. <p>"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.</p> <p>"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.</p>	<p>As per the definition provided, is the Bidder a FPS? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>As per the definition provided, is the Bidder a FPS in receipt of a pension? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>As per the definition provided, is the Bidder a FPS who received a lump sum payment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>_____</p>



	<p>If the answer to any of the FPS questions is “yes”, the successful Bidder must comply with the process, fill out and sign the required forms. If applicable, Bidders agree that the successful Bidder’s status, with respect to being a FPS in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.</p>	
C5	<p>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.</p>	<p>Does the Bidder intent to use one or more subContractors? Yes <input type="checkbox"/> No <input type="checkbox"/> _____</p>
C6	<p>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.</p>	<p>Is the Bidder a Joint Venture? Yes <input type="checkbox"/> No <input type="checkbox"/> _____</p>
C7	<p>VALID LICENSES & CERTIFICATES The Bidder certifies that it will maintain a:</p> <ul style="list-style-type: none"> a) GST registration certificate; b) Incorporation Certificate issued by the Ministry of Corporate Affairs c) Valid certification / license for providing landscaping services. <p>valid throughout the duration of the Contract. Licenses & Certificates must be attached to the proposal</p>	<p>_____</p>

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:	
Signature:	
Date: (yyyy-mm-dd)	



1. Regular Services

Firm Monthly Rate

The Contractor will be paid firm monthly rates as follows, for Work performed in accordance with the Contract. Applicable Taxes are extra.

During the extended period of the Contract, the Contractor will be paid firm monthly rates, as per lines Option 1, 2 and 3 below to perform all the Work in relation to the contract extension.

Table 1

Period	Firm All-Inclusive Monthly Rate (Including Equipment, Tools, Materials and Supplies) (INR)	number of Months	Sub Total (INR) Taxes excluded
	A	B	C = A x B
Initial Period (Year 1)		12	
Initial Period (Year 2)		12	
Option Period 1 (Year 3)		12	
Option Period 2 (Year 4)		12	
Option Period 3 (Year 5)		12	
Evaluated Price (sum of column C) (INR) = Taxes excluded			



2. As and When Requested

Fixed Time Rate

The Contractor will be paid fixed hourly rates as follows, for Work performed in accordance with the Contract. Applicable Taxes are extra.

During the extended period of the Contract, the Contractor will be paid fixed hourly rates, as per lines Option 1, 2 and 3 below to perform all the Work in relation to the contract extension.

Table 2

Period	Firm hourly rate per resource (INR)		Estimated amount of hours	Sub-total (INR) Taxes Excluded
	A		B	C = A x B
First Year (Year 1)	Resource		60	
	Supervisor		60	
Second Year (Year 2)	Resource		60	
	Supervisor		60	
Option Period 1 (Year 3)	Resource		60	
	Supervisor		60	
Option Period 2 (Year 4)	Resource		60	
	Supervisor		60	
Option Period 3 (Year 5)	Resource		60	
	Supervisor		60	
Evaluated price (total of column C) (INR)=				
Taxes Excluded				



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 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

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 75 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 125 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 60% for the technical merit and 40% 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 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
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.



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

1.0 Mandatory Technical Criteria

The proposal must meet the following mandatory technical criteria. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Proposals that do not meet the mandatory technical criteria will be considered non-responsive. Each mandatory technical criterion must be treated separately.

CRITERIA M1		
<u>Corporate Experience</u>		
<p>The Bidder must have acquired minimum of sixty (60) months experience in providing gardening/landscaping/grounds maintenance services in India of similar size and scope to the requirement defined in Annex "A" Statement of Work, with an area of at least 10,000 square meters and must have been done for international, multinational, government institutions or diplomatic mission.</p> <p>The experience must have been acquired within the last ten (10) years prior to the bid closing date.</p> <p>The Bidder must demonstrate its experience by providing the following information for each project:</p> <ul style="list-style-type: none"> a) Name of the client organization b) location of the work (Country) c) Duration of services - Start date and end date of the work d) A brief description of the work e) Size of grounds f) Name and contact information of the reference. g) Excerpts from past or current contracts or copy of invoices related to the projects. <p>The Bidder must provide a reference for each project. References may be contacted to verify the validity of the information provided by the Bidder.</p>		
COMPLIANCE	Yes	No
The Bidder demonstrated that it has acquired a minimum of sixty (60) months experience in providing gardening/landscaping/grounds maintenance services in India of similar size and scope to the requirement defined in Annex "A" Statement of Work, with an area of at least 10,000 square meters and must have been done for international, multinational, government institutions or diplomatic mission.		



Using the following table, the Bidder should provide the information for each experience. **One experience per table**, should more than one table be required, it can be duplicated.

EXPERIENCE #1			
Name of the client organization			
Location (Country)			
Duration of services	Start Date (MM/YY)	End Date (MM/YY) (State if still in progress)	Duration in months
Brief description of the work			
Size of grounds			
Name and contact information of the reference	Name	Phone number or Email	
Excerpts from past or current contracts or copy of invoices related to the projects.			



CRITERIA M2		
Incorporation, Statutory and Industry Specific Registration		
<p>The Bidder must be a Private Limited Company, Public Company, Sole Proprietorship, One Person Company, Partnership, Limited Liability Partnership (LLP) and must be registered with the appropriate authorities in India.</p> <p>The Bidder must submit the following documents:</p> <ul style="list-style-type: none"> d) GST registration certificate; e) Incorporation Certificate issued by the Ministry of Corporate Affairs f) Valid certification / license for providing landscaping services. <p>(Certificates must be attached.)</p>		
COMPLIANCE	Yes	No
The Bidder provided all documents required (a – b – c)?		

CRITERIA M3		
Site Supervisor education		
<p>The Bidder must demonstrate that <u>one</u> of the site supervisor has at least a: Bachelor of science degree (BSc) in Horticulture</p>		
COMPLIANCE	Yes	No
The Bidder provided a copy of the site supervisor's BSc diploma.		



2.0 Point-Rated Technical Criteria (125 points)

Proposals that meet all of the mandatory technical criteria will be evaluated and point-rated against the criteria listed below, using the evaluation factors and weighting indicators indicated.

CRITERIA R1		
DESCRIPTION	RATING (Maximum 20 points)	
<p>Corporate Experience: The Bidder should demonstrate its experience in addition of the 60 months of experience in providing gardening/landscaping/grounds maintenance services in India of similar size and scope to the requirement defined in Annex "A" Statement of Work, with an area of at least 10,000 square meters and must have been done for international, multinational, government institutions or diplomatic mission.</p> <p>The Bidder should demonstrate its experience by providing the following information for each project:</p> <ul style="list-style-type: none"> a) Name of the client organization b) location of the work (Country) c) Duration of services - Start date and end date of the work d) A brief description of the work e) Size of grounds f) Name and contact information of the reference. g) Excerpts from past or current contracts or copy of invoices related to the projects. <p>The Bidder should provide a reference for each project. References may be contacted to verify the validity of the information provided by the Bidder.</p>	<p>61 to 84 months = 10 points</p> <p>85 months and up = 20 points</p>	
	SCORE	REFERENCE / COMMENTS



Using the following table, the Bidder should provide the information for each experience. **One project per table**, should more than one table be required, it can be duplicated.

EXPERIENCE #1			
Name of the client organization			
Location of the work (country)			
Duration of services	Start Date (MM/YY)	End Date (MM/YY) (State if still in progress)	Duration in months
A brief description of the work			
Size of grounds			
Name and contact information of the reference	Name	Phone number or Email	
Excerpts from past or current contracts or copy of invoices related to the projects.			



CRITERIA R2			
Organization and Management			
The Bidder should describe its team organization, management and capacity to ensure that it will maintain the appropriately trained competent personnel to fulfill the requirements in Annex A, Statement of Work.			
Score attribution as follow:			
10 points Substantial details are provided, allowing for a complete and thorough understanding of the requirement.	5 points The response includes most of the information required to be completed, meeting the minimum established, and contains no significant weaknesses.	No point The response is deficient.	
DESCRIPTION	RATING (Maximum 50 points)	SCORE	REFERENCE / COMMENTS
a) Team Organization and Management Description of the proposed resources including team organization, management, oversight and their respective roles and responsibilities.	10 points		
b) Recruitment Strategy to recruit experienced supervisors and groundskeepers to meet the requirements and resource capacities detailed in Section 5.6 of the Statement of Work.	10 points		
c) Performance Management Strategy for managing personnel performance (e.g. absenteeism, performance issues, arrival/departure time) including disciplinary policy (e.g. verbal /written reprimands, suspension, etc.).	10 points		
d) Scheduling Strategy for scheduling the work of resources (e.g. supervisor, groundskeepers, etc.).	10 points		
e) Additional Resource Capacity Capacity to provide additional resources for as and when requested services such as Additional work.	10 points		



CRITERIA R3		
DESCRIPTION	RATING (Maximum 45 points)	
<p>Supervisor experience</p> <p>The bidder should provide the Resume's (CV) for all supervisors (3), that demonstrate their experience in providing gardening/landscaping/grounds maintenance services as supervisor.</p> <p>The Resume (CV) of the supervisors should include but not limited to:</p> <ul style="list-style-type: none"> a) Name of the client organization b) Duration of services - Start date and end date of the work c) A brief description of the work d) Name and contact information of the reference. <p>The Bidder should provide a reference for each project. References may be contacted to verify the validity of the information provided by the Bidder.</p>	<p>3 to 12 months = 5 points 13 to 24 months = 10 points 25 months and up = 15 points</p>	
	SCORE	REFERENCE / COMMENTS
	Score for Supervisor #1	
	Score for Supervisor #2	
	Score for Supervisor #3	

CRITERIA R4		
DESCRIPTION	RATING (Maximum 10 points)	
<p>Quality and Environmental management system</p> <p>The Bidder should demonstrate the Company quality and environmental Management by providing copy of the following certification:</p> <ul style="list-style-type: none"> • ISO 9001 certification • ISO 14001 certification 	ISO 9001 = 5 points	
	ISO 14001 = 5 points	
	SCORE	REFERENCE / COMMENTS

Criteria	SCORE OBTAINED	
R1 Score	/20	
R2 Score	/50	
R3 Score	/45	
R4 Score	/10	
TOTAL SCORE	Passing mark 60% or 75 points	/125



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", "His Majesty", the "Minister" or the "Government" means His Majesty the King 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](#) (2022-12-01);
- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);



- (e) Security Requirements Check List (Annex C);
- (f) 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](#) (2022-12-01), *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 three (3) additional one-year option periods 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 fifteen (15) 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 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 Canada's Representative, 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.

5.15.8 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.

5.15.9 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.

5.15.10 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 New Delhi, India.



5.15.11 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.

5.15.12 Security Requirements

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

- 5.15.12.1** 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).
- 5.15.12.2** 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.
- 5.15.12.3** 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

5.15.13 Green Procurement

- 5.15.13.1** The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.
- 5.15.13.2** 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](#) (2022-12-01) *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](#) (2022-12-01) *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 Insurance at Discretion of Contractor

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.

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 His Majesty) or section 154.01 (Fraud against His 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 His Majesty or section 418 (Selling defective stores to His 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.

5.22.2 Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act (S.C. 1996, c. 16) will, on request and consent of the parties to bear the cost of such process, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.



ANNEX A - STATEMENT OF WORK

Landscaping and Grounds Maintenance Services at the
High Commission of Canada in India, in New Delhi.

1. INTRODUCTION

The High Commission of Canada in India, in New Delhi. requires Landscaping and Grounds Maintenance Services for its Chancery (CH) and the Official Residence (OR).

2. BACKGROUND

The High Commission of Canada in India, in New Delhi is comprised of:

The Chancery

located at Shantipath, Chanakyapuri, New Delhi on a premise of 11.85 acres (approximately 48,000 square metres—drawings of green area attached) consisting of a Chancery building, services building, recreational building and four residential blocks having in total 30 dwelling units.

The Official Residence

Canada House, 4, Dr.APJ. Abdul Kalam Road in New Delhi, India on a premise of 2.85 acres (approximately 11,500 square metres) consisting primarily of the main house and a block of domestic staff quarters of 12 dwelling units.

3. OBJECTIVE OF THE WORK

The objective of this requirement is to provide professional landscaping, interior plantscaping and grounds maintenance services at the High Commission of Canada in India, in New Delhi and the Official Residence, through effectively and efficiently supervised required number of trained and experienced ground maintenance crews comprising of a supervisor and gardeners.

4. SCOPE OF THE WORK

The Contractor will be responsible to provide a complete range of landscaping, interior plantscaping and grounds maintenance services including all skilled/unskilled manpower, supervision, tools, tackles, equipment, materials, consumables, supplies, training, uniforms, Personal Protection Equipment (PPF)/General Protection Items (GPI) and transportation at the High Commission in New Delhi and the Official Residence as detailed herein and is exempt only from those items that are specifically noted.

5. TASKS/REQUIREMENT

5.1 REGULAR SERVICES

The Contractor must perform all the following tasks:

The Contractor will perform fixed landscaping, interior plantscaping and grounds maintenance tasks at the Chancery compounds and the official residence during regular embassy working hours. In addition, the Contractor will undertake watering of plants, horticulture services and interior plantscaping under supervision by an employee of the Mission in the secure areas of the Chancery, Monday through Friday. A schedule giving detailed instructions will be provided by the High Commission of Canada for this portion of the service.



No	Task	Schedule
A.	Cleaning of lawns, bushes, flower beds, ground covers, planters, shrubs & all the common area green space within the premises and provision of landscaping and grounds maintenance services in the Chancery compound. This will also include maintenance & upkeep of the green belt area outside the compound perimeter wall (between the compound wall & municipal roads).	Daily
B.	Maintenance of lawns, bushes, flower beds, ground covers, shrubs, hedges, trees and all outdoor and indoor plants (potted or otherwise) including all the common area green space within the premise, all greenery around the buildings and along the compound perimeter boundary wall (inside and outside). This also includes periodic soil aeration of the flower beds, shrubs, tree beds and grassed area, staking, supporting, wrapping and tying trees and shrubs if required. The Contractor must arrange to perform all tasks in order to provide an excellent green landscaped environment.	Daily
C.	Maintenance of existing indoor decorative plants for the Chancery building. The plants must be maintained in good health for optimum life expectancy and must be replaced by the Contractor as necessary after the expiry of their useful life.	Daily
D.	Collection of all wild grass , broken branches, cuttings, leaves, bark and dead vegetation from the area maintained prior to the end of the workday so as to prevent unsightly or inordinate accumulations. Collected debris, garbage and pruned materials must be promptly removed to an authorized Municipal Corporation of Delhi (MCD) or New Delhi Municipal Council (NDMC) disposal site(s) by the Contractor or to Contractor's own disposal yard whenever a truckload of debris is collected, using its own arrangements/transport. Any unused or partly used material must be removed from the premises or moved to appropriate site .	Daily
E.	Weeding : Arrange removal of weeding from grounds, to prevent encroachment by weeds into the landscapes. To prevent the growth of weeds, weed killing chemicals approved by the local authorities and the High Commission must be applied as required. Additionally, de-weeding must include the elimination of grass and weeds from cracks and joints within and outside buildings, roofs, roads, sidewalks and curb's.	Done at a minimum once every three months or as needed as per industry standards in order to ensure there is unhindered growth for the plants.
F.	<p>Grass Cutting: Cutting off the grass must be carried out to ensure a presentable condition. Grass clipping and cuttings must be collected and removed immediately after mowing and disposed of by the Contractor.</p> <p>The grass cutting should be done such that to maintain about 2" height of the grass strands (unless advised otherwise) to reduce water loss.</p>	as per site conditions



G.	Maintenance of personal lawns (approx. 15 lawn one occurrence per year) at the off compound and on Compound houses during the summer relocation period as required by the High Commission.	As directed during relocation period
H.	Spraying: Spraying of photosynthetic activators and organic fertilizer treatment of all the lawns within the High Commission. Spraying of approved insecticides as required or as directed as preventive measure against plant diseases with all such horticultural practices which may be deemed necessary for control of the degeneration of the plants falls obligatory on the contractor.	At the least twice a year. To be carried out as per site conditions or as directed.
I.	Plant and Shrub Pruning: All shrubs, bushes, hedges and trees must be pruned. Pruning must be accomplished in a manner to remove all superfluous matter to promote healthy growth. Contractor must inspect periodically to assess the grown and health of the large trees and the trimming as required be carried out to maintain trees in good shape and health which will contribute to health and safety requirements. The scope of work also includes transplanting of small trees/shrubs, removal and replacement of dead trees/shrubs/plants if required.	As per site conditions
J.	Seasonal Plants: The Contractor must supply and maintain beds for seasonal plants to suit compound landscaping requirements by trenching, dressing, manuring and transplanting the seedlings. The Contractor will be responsible for the supply of seeds required for such plants. The Contractor should make preparation to ensure seasonal flowers are bloomed/available at all times. The Contractor must plan in such a way that at all times seasonal plants are available/planted without asking for it.	<p>Seasonal. Twice a year in the month of March and October</p>
	These seasonal plants are not limited to the given list below. Contractor must use his expertise in making decisions and advice from time to time regarding the type of seasonal plants to be planted and their location.	
	<p><u>Winter flower list</u></p> <ul style="list-style-type: none"> 01- Petunia white 02- Petunia mix 03- Salvia 04- Centenarian 05- Dog Flower 06- Pansy 07- Burf 08- Calendula 09- Dahlia (single and double) 10- Poppy 11- Alyssum 12- Dianthus 13- Sweet William 14- Aster 15- Marigold 	



	<p>Summer flower list</p> <p>01- Vinca Rosea single 02- Vinca Rosea double 03- Cosmos 04- Celosia 05- Kochia 06- Caladium 07- Cockcomb 08- Gladiolus mix 09- Sun flower 10- Portulaca 11- Gomphrena 12- Zinnia 13- gladiolus red</p>	
K.	<p>Maintenance and replenishment of approx. 900 nos indoor potted plants which include decorative plants, mosquito repellent plants and plants which improve indoor air quality (IAQ).</p> <ul style="list-style-type: none"> • IAQ plants—e.g: Sansevieria, Spider plant, Bosten Fern, Areca Palm • Mosquito repellent plants—e.g.: Lemon grass, Basil, Mint, Marigold, Lavender, Lemon Balm, Citronella 	As needed
L.	<p>Watering: Water will be provided by the High Commission and the Contractor must ensure that the plants are adequately watered to promote proper health, growth, colour and appearance of cultivated vegetation.</p> <p>The Contractor must use trolley mounted hose pipes, adjustable spray nozzles, portable sprinklers, etc. specially designed to conserve water for watering plants/grass, etc. In the event of water shortage or in peak summer season, the Contractor will be notified by the Project Authority as to watering duties to be undertaken. In such a case, watering may be required during late evening to conserve water. Watering at night may be performed as per advised schedule and must have pre-approval from the Project Authority with a Service Authorization Form.</p>	As per site and weather conditions
M.	<p>Rich Soil: Rich soil must be applied evenly over the sunken portions of lawns and around the roots of the plants, as required. Only those fertilizers approved by the Project Authority must be used. Coco peat provided and supplied by the Contractor should be evenly and judiciously laid in flower beds to retain the moisture to conserve water as per the instructions of departmental representative & the best horticulture practices. The Contractor must have the soil tested through a certified laboratory and amend the soil as recommended by the laboratory. Soil testing should be the first step in planning a sound fertilization program and carried out by a certified laboratory.</p>	As per site conditions



N.	Contractor must include supply and maintenance of seasonal plants at the Official Residence (approx. 100),” Chrysanthemum” or any other special periodic requirement advised/specified by the Mission	Seasonal and as directed
O.	Contractor must also include providing, supplying & spreading of natural or green or organic manure twice in a year as per the best horticulture practices & optimum quantity to cater for all the landscaped area within the property.	Twice a year
P.	Contractor must include supply of 50 festivals potted plants “poinsettia flowers” multi-stem in full bloom of height of 18” or above as well as Poppy plants as directed by the Project Authority as & when required at the Official Residence. This is expected requirement at the Residence per year around Christmas time.	Seasonal and as directed
Maintenance of the kitchen garden at the Official Residence:		
Q.	The Contractor will be responsible for the upkeep/maintenance/watering of the kitchen garden including supply of seeds at the Official Residence. The Contractor’s site staff will take direct instructions from the Project Authority for growing/maintaining of the seasonal vegetables at all times as directed.	Daily
Cleaning of walkways and driveways at the Official Residence		
R.	Contractor will be responsible for cleaning of walkways and driveways at the Official Residence and removal of debris to maintain the site neat and clean. The Contractor will be responsible to ensure the repelling of the monkeys on the site.	Daily

5.2 AS AND WHEN REQUIRED SERVICES

Other services not included in section 5.1 – Regular Services may be required on an "As and When Required Basis" using a Service Authorization form (SA). The Work described in the SA must be in accordance with the scope of the Contract.

These services could include, but are not limited to, landscaping, interior plantscaping and grounds maintenance services of unforeseen nature, plants, flowers or tree removal and/or replacements or any other landscaping or grounds maintenance modifications requirements to its Chancery and Official Residence that would be uneconomical for the High Commission of Canada to specify at fixed intervals of time.

A request to perform a service will be sent to the Contractor. If the Contractor confirms in writing that it is unable to perform the service as a result of other commitments, Canada reserves the right to acquire the required services by other means. The Contractor may advise the Project Authority in writing that it is unable to carry out additional services as a result of other commitments and no request to perform “as and when required services” will be sent to the Contractor until the Contractor has given notice in writing to the Project Authority that it is available to perform the “as and when required services”.



- 5.2.1** The Contractor will provide periodically landscaping, interior plantscaping and grounds maintenance tasks on an as and when required basis including but not limited to:
- a) Re-landscaping of areas damaged by construction projects, vehicular movement, special events, weather conditions, etc.
 - b) General grounds maintenance tasks of an unforeseen nature.
 - c) New or replacement shrubs, flowers, plants, seedlings, tree seedlings and grass (only when the area to be grassed exceeds) only due to causes beyond the control of the 30m2 Contractor, as approved by the Project Authority.
 - d) Excavation for urgent repairing of underground services in case of breakdown, backfilling and site restoration.
 - e) To provide services on Sundays and public holidays on need basis.
 - f) To provide services during & after office hours for events/functions held at the Official Residence.
 - g) Any site beautification services as and when required by project authority.

Service Authorization process:

The Project Authority will provide the Contractor with a description of the service required using the "Service Authorization" form specified in **Attachment 1 to Annex B – Basis of Payment**.

The Service Authorization (SA) will contain the details of the activities to be performed, a description of the deliverables and the desired timelines for its completion.

The Contractor must provide the Project Authority, within 1 calendar day of its receipt for request that will be identified as urgent and 3 calendar days of its receipt for others, the total cost for performing the service and a breakdown of that cost, established in accordance with the terms and conditions identified in **Annex B – Basis of Payment** for the "**As and When Required Services**".

The Contractor must not commence work until a SA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a SA has been received will be done at the Contractor's own risk.

Once the work will be completed, the Contractor will immediately notify the Project Authority in order for him/her to acknowledge the completion of the work and to perform a quality control check.

5.3 QUALITY STANDARDS

The Contractor must take the utmost care for the safety of all indoor and outdoor plants, trees, shrubs, grass, etc., in accordance with professional standards, norms and guidelines for landscaping, horticulture and grounds maintenance. Contractors will be responsible for replacement of plants that are damaged due to neglect.

However, in the event of deterioration of any living plant due to a cause beyond the control of the Contractor the replacement of such plants will be performed by the Contractor on a periodical basis and must have pre-approval of the Project Authority.

The Contractor must, on request, furnish a complete written statement of the origin, composition and/or manufacturer of any and all materials supplied for the landscaping and grounds maintenance works and may be required to provide samples of materials from the stock for testing purposes.



The Contractor will use environmentally friendly chemicals, whenever possible.

The Contractor must store and handle all chemicals, manure and fertilizer products in a safe and responsible manner.

The Contractor must abide by the rules and regulation which Canada may from time to time make or adopt for the care, protection and administration of the premises.

5.4 EQUIPMENT, TOOLS, MATERIALS AND SUPPLIES

5.4.1 Provided by the Contractor

5.4.1.1 Equipment and Tools

- a) The Contractor must provide, operate and maintain all tools, tackles and equipment necessary for performance of the work. This includes but is not limited to mechanize commercial petrol driven lawn mowers manufactured by only reputed companies (e.g. Gardenia/Honda/Bosch or equivalents). The lawn mowers must ensure low level (permissible) noise/pollution and in good working condition and good working order. The Contractor must also provide, operate and maintain trimmers, oscillating sprinklers, garden hose with shower and spray gun, telescopic snap cutter of only reputed companies (e.g. Gardenia/Honda/Bosch or equivalents), ladders, hard hats, proper safety shoes, Personal Protection Equipment (PPF)/General Protection Items (GPI) etc. Canada will not extend any such facilities or equipment to the Contractor. Those must be used for horticulture purposes in the said premises. The Contractor must use modern techniques for efficient irrigation of plants and grass with portable drip irrigation, hose pipes complete with hose trolley and adjustable spray nozzles including sprinkler attachments.
- b) All equipment and tools necessary to fulfill the services listed in section **5.1 – Regular Services** of this SOW must be provided and included as part of the Regular Services Firm Monthly Rate as identified in **Annex B – Basis of Payment** under the section **1 – Regular Services**.
- c) The Contractor must ensure that all equipment used to perform the work are energy efficient, safe & good working conditions at all times and is replaced as necessary or when directed to do so by the Project Authority.
- d) The Project Authority reserves the right to have the equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor is responsible to supply all replacement equipment. All equipment must be of a heavy-duty commercial type.

5.4.1.2 Materials and Supplies

- a) The Contractor must provide all materials and supplies necessary for performance of the work. This includes but is not limited to manure, chemicals, organic and inorganic fertilizer, cow dung/Okhla Khad, photo-synthesizers, shrubs, flowers, seasonal (summer and winter) plants, seedlings, tree seedlings, potted plants, seeds, rich soil, coco peat, decorative plants, plants which improve indoor air quality and mosquito repellent plants etc.
- b) All materials and supplies necessary to fulfill the services listed in section **5.1 – Regular Services** of this SOW must be provided and included as part of the Regular Services Firm Monthly Rate as identified in **Annex B – Basis of Payment** under the section **1 – Regular Services**.
- c) Materials and supplies including manure and fertilizer must be proven environmentally friendly, wherever possible. The minimum standards established for the performance of



the products should be in accordance with a recognized standard for environmentally friendly products such as the Environmental Choice Program (ECP), Environment Canada's Eco-labelling program or the Green Seal as used in the USA or equivalent environmental certification.

- d) The Contractor must itemize all intended equipment, materials and supplies for use on the site for carrying out and executing the intended work.
- e) Canada will not be responsible for damage to the Contractor's equipment, materials, supplies, uniforms and tools, or to the Contractor's employee's personal belongings brought or left in the High Commission of Canada and the Official Residence grounds.
- f) Providing and supplying of festival potted plants "poinsettia flowers" multi-stem in full bloom of height of 18" or above as directed by the Project Authority for the Official Residence. This is an expected requirement at the Official Residence every year around Christmas time.

5.4.2 Provided by Canada

5.4.2.1 Equipment and Tools Materials and Supplies

- a) A storage area will be provided to the Contractor. This room is not to be used as a lunchroom by the Contractor's staff or resources.
- b) The Contractor must itemize and record all intended tools and equipment, which will be stored in the on-site storage area. This document will have to be provided to the Project Authority as/when required/requested.
- c) The water supplies for the landscaping and grounds maintenance services will be provided to the contractor.

5.5 WORK SCHEDULE

Unless otherwise specified, maintenance activities must be performed during the following days and times

5.5.1 Regular working hours

Monday to Saturday 08:00am to 05:00pm

The Contractor must be flexible in the work days and should there be a need to change the day(s) that the work is to be carried out due to hospitality or other operational requirements, the Project Authority must give the Contractor a minimum of 24 hours' notice of a change of date. Any other requirements for access to the site outside of these hours must be approved in advance by the Project Authority.

5.5.2 Statutory holidays

Service will not be provided on Sundays and on statutory holidays that are observed by the High Commission each year. These holidays include a combination of Canadian and Indian statutory holidays, do not necessarily correspond to national holidays observed in India and may change from year to year. Canada will provide the list of statutory holidays.



5.6 CONTRACTOR'S PERSONEL

- The Contractor will provide and assign qualified workers (supervisors and regular gardeners) for landscaping and ground maintenance services to fulfill the requirement of specified scope of work at the specified locations.
- The Contractor will assign a minimum of **two (2) plus one (1) as backup on-site supervisors**, a minimum of one per each location, who will be responsible for the delivery and performance of work and have the authority to represent and act on behalf of the Contractor. The supervisors must lead the team and keep close liaison with the Project Authority to report on day-to-day activities and performance. The name of Supervisor(s), who will act for the Contractor when the Supervisor is absent, must be designated in writing to the Project Authority no less than 72 hours of an intended absence, such as vacation, long term sick leave, etc. **The Contractor must also maintain a pool of security cleared replacement staff in case of absenteeism.**
- The supervisors will act as the point of contact with the Project Authority on all matters related to the requirement and the work undertaken. The point of contact must have the ability to communicate verbally and understand written instructions in English and Hindi.
- All contracted staff assigned to the High Commission and Official Residence under the Contract must be properly trained and able to perform the work required. All grounds keeping staff must adhere to the strictest requirements in terms of discretion and integrity as well as being medically fit to carry out their work.
- The Contractor must not change any staff without prior approval of the Project Authority.
- In case of absenteeism, a replacement must be provided by the Contractor. If the Contractor does not provide adequate replacement staff in case of absenteeism, any expenditure incurred by Canada for operations must be recovered from the Contractor or adjusted against amount due and payable to the Contractor.
- The Project Authority reserves the right to deny access and or request replacement to any contracted staff on the basis of security and or for any reasons.

5.7 BEHAVIOR

The Contractor must ensure that grounds keeping staff maintain a positive image. The behavior of staff and/or representatives of the Contractor are essential factors in presenting a positive image, either in terms of politeness or knowledge.

The Contractor alone must be responsible for the conduct, behaviour and discipline to be maintained at the site and its environment in respect of its personnel engaged or hired. In case any misconduct which may or may not involve financial loss or burden on the Mission, the Contractor alone must take suitable action against such defaulting personnel in consultation with the Project Authority. However the Project Authority will not be responsible and/or liable for any type of disputes arising out of such disciplinary action as and when taken by the Contractor against such defaulting personnel. The Contractor must remove/substitute any of its personnel if the Project Authority so reasonably directs.

In carrying out the work specified in this Statement of Work, the Contractor, with due recognition of the special nature of the High Commission and Official Residence, must take care and not inconvenience the business activities of the personnel, clients and visitors.



5.8 HEALTH AND SAFETY

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/local codes and/or prescribed by the authorities having jurisdiction concerning equipment, work habits and procedures.

The Contractor must abide by the rules and regulations which Canada may from time to time make or adopt for the care, protection and administration of the premises and the general welfare and comfort of the visitor, owner / occupant's personnel.

All required personal protective equipment such as gloves, ear protectors, first aid kits, goggles, appropriate footwear, rain gear and protective uniform and any other health and safety requirements relevant to the tasks outlined herein.

The Contractor must store and handle all chemicals, manure and fertilizer products in a safe and responsible manner.

5.9 UNIFORM AND PROTECTIVE EQUIPMENT

The Contractor must provide a summer and a winter uniform to its on-site personnel that clearly identify them as employees of the Contractor and distinguish them as groundskeepers. Such uniforms will be selected in a manner that ensures a consistently excellent representational image (i.e. clean, neat and in good repair) for Canada and must meet with Project Authority approval. The Contractor must provide (but not limited to) the following items of uniform to its on-site personnel on an annual basis or as needed:

- a. Two (2) shirts with collars
- b. Two (2) pairs of trousers
- c. One (1) sweater or pullover
- d. One (1) pair of shoes
- e. One (1) Hat

The Contractor must ensure groundskeepers are appropriately dressed in uniform at all times while on-site and that uniforms are replaced when lost, worn or torn.

6. DELIVERABLES

The Contractor must deliver a schedule of operations to the Project Authority within two weeks from contract award for review and approval, in order to proceed with the work. This schedule is to be prepared on a year-planner type basis and must include all required work.

The Contractor must prepare detailed work schedules for use by its personnel. These schedules must list the High Commission's daily and weekly routine and additional services including dates. These schedules are to be examined, and approved, by the Project Authority prior to the commencement of the contract

Every month, the supervisor will develop a complete schedule/work plan for all the locations and will provide it to the Project Authority for their approval on commencement of the work.

The Contractor must institute a quality control and quality assurance program including the providing of monthly reports to the Project Authority. Any quality assurance inspection report which implies a



performance for any part of the work as inferior to the quality standards must result in the application of corrective measures by Canada.

The Contractor will supervise their staff and perform daily compound inspection and submit daily report of the work in accordance with this Statement of Work and subsequently with its specifications and standards. The Project Authority may also complete routine and random inspections. Significant deficiencies must be responded to immediately by the Contractor and remedied within a reasonable time period as approved by the Project Authority.

The Contractor must perform a Health & Safety Risk assessment of all working operations under this contract. An initial site meeting must be held with the successful Contractor to review his risk assessment and resultant safety plan within 2 weeks of contract award and then reviewed once a year as instructed by the Project Authority.

An English-speaking supervisor of the Contractor must meet with the Project Authority or his delegated authority every day and present all reports and take notes of all important points, if any, from the discussion to act upon those points. The supervisor appointed by the Contractor must be responsible for the day-to-day operations of the services within the scope of services of this contract.

A Material Safety Data Sheet (MSDS) must be submitted by the Contractor for approval of the Project Authority prior to the beginning of the contract.

The Contractor must itemize and record all intended tools and equipment, which will be stored in the on-site storage area. This document will have to be provided to the Project Authority as/when required/requested.

Any outstanding issue which cannot be corrected immediately must be reported verbally/written as soon as possible to the Project Authority.

7. CONSTRAINTS

The Contractor must maintain a pool of prescreened and prequalified groundskeepers as needed having valid police clearance certificates in order for the take care of absentees.

All keys entrusted to the Contractor must be fully protected at all times, not leave the work premises and returned every day, before site departure. In the event keys are lost while in his custody (signed out), the Contractor must pay for expenses incurred for the replacement of all locks and keys affected by the loss.

8. LANGUAGE OF WORK

The supervisors must be able to communicate verbally and understand written instructions in English and Hindi.

The other workers must be able to communicate verbally and understand written instructions in Hindi.



9. LOCATION OF THE WORK

High Commission

7/8 Shantipath, Chanakyapuri, New Delhi 110 021, India

Official Residence

4 APJ Abdul Kalam Road, New Delhi 110 003, India.



ATTACHMENT 1 TO ANNEX A - OCCUPATIONAL HEALTH & SAFETY GUIDELINES

The contractor shall provide training for all personnel assigned to perform work under this contract, including the proper handling, use and disposal of all cleaning products, including sanitizers, disinfectants, etc.

Following occupational Health & Safety guidelines will be applicable during the execution of work:

Subject	Rule	Reference
Towers, Antennas, and Antenna—Supporting Structure	No staff will climb on a tower, an antenna or antenna-supporting structure unless the mission has authorized the Contractor to do so, the Contractor employee has been trained and instructed in safe method of climbing and the Contractor has provided a fall-protection system (safety belt).	Canada Labour Code, Part II, section 2
Temporary structures and Excavations	Standard ladders (metal will be used, non-standard [wooden or bamboo]) ladders will not be permitted.	Canada Labour Code, Part II, section 3
	All staff working at heights more than 6.0 m on a temporary structure will use standard platforms with 900 mm high railing including an intermediate railing.	
	All platforms, scaffolding and catwalks should have railing of 900 mm of height with an intermediate rail and 125 mm toe board. All the catwalks should be at least 450 mm wide and of grill type.	
	All excavations, wells, pits will be covered or encircled by a temporary fence/railing.	
Electrical Safety	All electrical equipment used by the Contractor will have double earthing.	Canada Labour Code, Part II, section 8
	No temporary electrical connections with loose wire will be permitted. For all electrical connections, proper sockets and plugs will be used and wiring/cablings clamped.	
Hazardous Substances	Inflammable materials like petrol, kerosene, wax, etc. will not be allowed to be stored at site stores. Special storage space with fire protection arrangements will be provided.	Canada Labour Code, Part II, section 10
	The employer will be informed of all hazardous substances used by the Contractor and material safety data sheets will be provided by the Contractor.	
	Use and manipulation of asbestos is prohibited.	
Protective Headwear	Where there is a hazard of head injury, Contractors employees will wear a safety helmet.	Canada Labour Code, Part II, section 12
Protective Footwear	Where there is a hazard of a foot injury or electrical shock through footwear, workers, will wear appropriate safety boots or safety shoes (electrical shockproof with steel toe cap and steel sole). Wearing of Chappals and Sandals will not be permitted.	Canada Labour Code, Part II, section 12
Eye and Face Protection	Welding mechanics and electrician will wear protective eyewear and face protection.	Canada Labour Code, Part II, section 12



Hand Protection	Welding mechanics and electrician will wear leather gloves.	Canada Labour Code, Part II, section 12
Respiratory Protection	Respiratory protective equipment should be available with the Contractor when exposed to dangerous levels of airborne hazardous substances.	Canada Labour Code, Part II, section 12
Fall Protection	All staff working at heights more than 6.0 m on a temporary structure will use a fall-protection system (safety belts).	Canada Labour Code, Part II, section 12
	All staff working at heights more than 2.4 m on a permanent unguarded structure will use a fall-protection system (safety belts).	
Protection against Drowning	Where is the work place there is a hazard of drowning, the Contractor must provide a life jacket or buoyancy device, and emergency equipment such as a fall-protection system (safety belts)?	Canada Labour Code, Part II, section 12
Ear Protection	Workers will wear Ear Muffs, Ear Plugs when exposed to sound levels over 87 DBA.	Canada Labour Code, Part II, section 12
Tools	Contractors are to ensure that all equipment tools, brought on to the premises will be in a safe condition, have recently been checked and that all personnel using the equipment and tools have been trained in their safe use.	Canada Labour Code, Part II, section 13
	Electrical hand tools like drills or saws will be of 220 volts type.	
Material Handling	If correct manual handling is not used; it can result in back injuries. Therefore all workers should be trained in safe manual handling. Special objects require special handling.	Canada Labour Code, Part II, section 14
	The Contractor's staff must be trained/qualified in the use of lifting devices such as lift trucks and hydraulic platforms.	
Accident reporting	All disabling injuries and accidents on the site must be reported to the Mission representative within 24 hours.	Canada Labour Code, Part II, section 15
First Aid	Each Contractor will keep a well-furnished FIRST AID KIT with easy accessibility.	Canada Labour Code, Part II, section 16
Emergency and Evacuation	The Contractor must inform his staff on the emergency measures, evacuation plan, type of alarms, and staff must comply to emergency and evacuation rules.	Canada Labour Code, Part II, section 17
Fire Protection	Fire fighting portable extinguishers will be used and located at appropriate locations.	Canada Labour Code, Part II, section 18



ANNEX B - BASIS OF PAYMENT

1. Regular Services

Firm Monthly Rate

The Contractor will be paid firm monthly rates as follows, for Work performed in accordance with the Contract. Applicable Taxes are extra.

During the extended period of the Contract, the Contractor will be paid firm monthly rates, as per lines Option 1, 2 and 3 below to perform all the Work in relation to the contract extension.

Table 1

Period	Firm Monthly Rate (Including Equipment, Tools, Materials and Supplies) (INR) Taxes Excluded
Initial period (Year 1)	
Initial period (Year 2)	
Option 1 (Year 3)	
Option 2 (Year 4)	
Option 3 (Year 5)	



2. As and When Requested

Firm hourly rate

The Contractor will be paid firm hourly rates as follows, for Work performed in accordance with the Contract. Applicable Taxes are extra.

During the extended period of the Contract, the Contractor will be paid firm hourly rates, as per lines Option 1, 2 and 3 below to perform all the Work in relation to the contract extension.

Table 2

Period	Firm hourly rate per resource (INR)	
		Resource
First Year (Year 1)	Supervisor	
Second Year (Year 2)	Resource	
	Supervisor	
Option Period 1 (Year 3)	Resource	
	Supervisor	
Option Period 2 (Year 4)	Resource	
	Supervisor	
Option Period 3 (Year 5)	Resource	
	Supervisor	



Attachment 1 to Annex B – Service Authorization Form

Service Authorization Form					
Contractor's Name and Address: (To be inserted at contract award)		Contract Number:		(To be inserted at a contract award)	
		Service Authorization (SA) No.			
1. Required service: (To be completed by the Project Authority)					
a. Service description and expected outcomes					
b. Desired timelines					
Service to be started by:	MM/DD/YY		Service to be completed by:	MM/DD/YY	
	24:00			24:00	
2. Contractor's financial proposal: (To be completed by the contractor)					
a. Firm Hourly Rate					
As per the terms and conditions identified in Annex B – Basis of Payment under section 2 – As and When Required Services , for the work performed in accordance with this Service Authorization Form.					
Type of Resource	Firm Hourly Rate	Quantity of Hours Required	Total Cost (INR)		
Gardening and Landscaping staff	As per Annex B				
Supervisor	As per Annex B				
Section a – Total Cost (Taxes extra)					



b. Specialized Machinery and/or Materials and Supplies (if required and if applicable) As per the terms and conditions identified in Annex B – Basis of Payment under section 2 – As and When Required Services , for the work performed in accordance with this Service Authorization Form.					
Specialized Machinery and/or Materials and Supplies	Cost per (Taxes excluded)	Unit of Measure (i.e. hrs, day, lot, each, etc.)	Quantity required	Third party rental or purchase	Total Cost (INR)
Section b – Total Cost (Taxes excluded)					
Section a Total Cost + Section b Total Cost					
Taxes (If applicable)					
c. Contractor’s financial proposal Grand Total					
Grand Total (Section a Total + Section b Total + Taxes)					
3. Contractor’s Signature					
Name and title of individual authorized - to sign for the Contractor					
Signature					
Date (MM/DD/YY)					
4. Project Authority’s Approval *(To be signed only when all of the above sections have been completed)					
Name of the Project Authority					
Signature					
Date (MM/DD/YY)					



ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction HIGH COMMISSION OF CANADA NEW DELHI
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Landscaping and Ground Maintenance Services Location: High Commission of Canada and Official Residence Period: 01.03.2024 to 31.03.2028		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : Always escorted

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI / IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).