



**A1. Contract Advisor**

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**Services**

**Request for Proposals (RFP)**

for

Performance of the work as described in Appendix "A" – Statement of Work of the draft contract.

<b>A2. Title</b> Quantity Surveying and Project Manager Support Services for the Fit-Up of a Swing Space in Manila, the Philippines		
<b>A3. Solicitation Number</b> 24-247200	<b>A4. Project Number</b> L-MANIL-103	<b>A5. Date</b> August 20, 2023
<b>A6. RFP Documents</b> <ol style="list-style-type: none"> <li>1. Request for Proposals (RFP) title page</li> <li>2. Submission Requirements (Part 1)</li> <li>3. Evaluation and Basis of Selection (Part 2)</li> <li>4. Tender Form (Part 3)</li> <li>5. General Instructions (Part 4)</li> <li>6. Draft Contract</li> </ol> <p>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.</p>		
<b>A7. Proposal Delivery</b> In order for the proposal to be valid, it must be received no later than <b>14:00 Eastern Daylight Time on September 20, 2023</b> referred to herein as the "Closing Date".  <b>Electronic proposals must be sent only to the following email address:</b> realproperty-contracts@international.gc.ca		
<b>A8. Tender Form</b> The completed Tender Form (Part 3) must be in a separate attachment named "Tender Form". The information required in section 5.0 must appear on the Tender Form (Part 3) only. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.		
<b>A9. Site Visit</b> It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at RBC Plaza on <b>August 25, 2023</b> . The site visit will begin at <b>11:00 AM (local time in Manila, The Philippines)</b> . Bidders are requested to communicate with the Contract Advisor no later than three (3) business days prior to the visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a proposal. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation		
<b>A10. Enquiries</b> All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor no later than three (3) business days prior to the Closing Date and Time in order to allow sufficient time to provide a response.		
<b>A11. Language</b> Proposals shall be submitted in English or French.		
<b>A12. Bidders' Conference</b> A Bidders' conference will be held virtually on <b>August 25, 2023</b> . The conference will begin at <b>08:00 (local time in Manila, the Philippines)</b> . The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that Bidders who intend to submit a proposal attend or send a representative. Bidders are requested to communicate with the Contract Advisor before the conference to confirm attendance. Bidders should provide, in writing, to the Contract Advisor, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than three (3) business days prior to the conference. Any clarifications or changes to the bid solicitation resulting from the Bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a proposal.		
<b>A13. Bid Security</b> Not applicable.		
<b>A14. Contract Documents</b> The draft contract which the selected Bidder will be expected to execute is included with this RFP. Bidders are advised to review it in detail and identify any problematic clauses to the Contract Advisor in accordance with A10 - Enquiries. His Majesty reserves the right not to make any amendment(s) to the Contract Documents.		



## Part 1 – Submission Requirements

### SR1 Submission of Proposal

- 1.1 Proposals must be received by the Department of Foreign Affairs, Trade and Development (DFATD) at the email address identified and by the date and time specified on page 1 of the solicitation.
- 1.2 Bidders should ensure that their name and the solicitation number are clearly referenced in the email subject line. It is the responsibility of the Bidder to confirm that their submission has been received on time and to the correct email address.
- 1.3 More than one (1) 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.
- 1.4 His Majesty requests that Bidders provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.
- 1.5 Bidders should follow the specifications format instructions described below, during the preparation of their proposal:
  - Minimum type face of 10 points.
  - All material 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.
- 1.6 Proposals may be modified or resubmitted only before the solicitation Closing Date and Time, and must be done in writing. The latest proposal received will supersede any previously received proposals.
- 1.7 His Majesty will take no responsibility if a proposal 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 DFATD server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
- 1.8 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.
- 1.9 It is strongly recommended that Bidders confirm with the Contract Advisor that their complete proposal was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the proposal is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.
- 1.10 His Majesty requires that each proposal, at Closing Date and Time or upon request from the Contract Advisor, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of the Contract Advisor and to provide the signature(s) within the time frame provided may render the proposal non-responsive.



- 1.11** It is the Bidder's responsibility to:
- obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
  - prepare its proposal in accordance with the instructions contained in the RFP;
  - submit by Closing Date and Time a complete proposal;
  - send its proposal only to the email address specified on page 1 of the bid solicitation;
  - ensure that the Bidder's name, and the solicitation number are in the subject line of the email containing the proposal; and
  - provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 1.12** Unless specified otherwise in the RFP, His Majesty will evaluate only the documentation provided with a Bidder's proposal. His Majesty 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.
- 1.13** A proposal cannot be assigned or transferred in whole or in part.



## Part 2 – Evaluation and Basis of Selection

### 1.0 Technical Proposal

- 1.1 The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that His Majesty has any previous knowledge of the Bidders' qualifications other than that supplied pursuant to this RFP.
- 1.2 The Bidder's technical response **must not** exceed 60 single-sided pages of 8½ "x 11" paper, minimum type face 10 pts., including organizational charts and schedule. Material exceeding the 60-page maximum will **NOT** be considered.

### 2.0 Phased Bid Compliance Process (PBCP)

#### 2.1 General

- a. His Majesty is conducting the PBCP described below for this requirement.
- b. Notwithstanding any review by His Majesty at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and His Majesty does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from His Majesty.

The Bidder acknowledges that the reviews in Phase I and II of this PBCP are preliminary and do not preclude a finding in Phase III that the bid is non-responsive, even for mandatory requirements which were subject to review in Phase I or II and notwithstanding that the bid had been found responsive in such earlier phase. His Majesty may deem a bid to be non-responsive to a mandatory requirement at any phase.

The Bidder also acknowledges that its response to a notice or a Compliance Assessment Report (CAR) (each defined below) in Phase I or II may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the notice or CAR, and may render its bid non-responsive to other mandatory requirements.

- c. His Majesty may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit His Majesty's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by His Majesty to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- d. The PBCP does not limit His Majesty's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection c.
- e. His Majesty will send any Notice or CAR by any method His Majesty chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by His Majesty at the date and time they are delivered to His Majesty by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by His Majesty on the date and time it is received in His Majesty's email inbox at His Majesty's email address specified in the Notice or CAR. A Notice or CAR sent by His Majesty to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by His Majesty. His Majesty is not responsible for late receipt by His Majesty of a response, however caused.



## 2.2 Phase I: Financial Bid

- a. After the closing date and time of this bid solicitation, His Majesty will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. His Majesty's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b. His Majesty's review in Phase I will be performed by officials of the Department of Foreign Affairs, Trade and Development Canada.
- c. If His Majesty determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d. For Bids other than those described in c., His Majesty will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e. The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to His Majesty, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by His Majesty, except in circumstances and on terms expressly provided for in the Notice.
- f. In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g. Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- h. His Majesty will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of His Majesty, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of His Majesty, will receive a Phase II review.

## 2.3 Phase II: Technical Bid

- a. His Majesty's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP,



will not be evaluated until Phase III.

- b. His Majesty will send a written notice to the Bidder (Compliance Assessment Report or “CAR”) identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c. A Bidder shall have the period specified in the CAR (the “Remedy Period”) to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to His Majesty in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by His Majesty, except in circumstances and on terms expressly provided for in the CAR.
- d. The Bidder’s response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by His Majesty, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e. The Bidder’s response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to His Majesty to revise the Bidder’s Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder’s own risk. All submitted information must comply with the requirements of this solicitation.
- f. Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g. Additional or different information submitted during Phase II permitted by this Section will be considered as included in the Bid, but will be considered by His Majesty in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder’s original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- h. His Majesty will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of His Majesty, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of His Majesty,





will receive a Phase III evaluation.

**2.4 Phase III: Final Evaluation of the Bid**

- a. In Phase III, His Majesty will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

**2.5 Technical Evaluation**

- a. The Phased Bid Compliance Process will apply to all mandatory technical criteria.

**3.0 Mandatory Requirements**

Minimum Experience			
Mandatory Criteria	Description of Criteria	Compliance	Cross reference in proposal (ex: Attachment 1, pg.6)
<b>M1</b>	The Bidder’s proposed Quantity Surveyor(s) must have a minimum of three (3) years’ experience in the provision of Quantity Surveying Services for commercial projects, in the past ten (10) years from bid closing date. The experience provided must have been gained in the past ten (10) years to RFP closing date.	The Bidder must provide the following: <ul style="list-style-type: none"> <li>• A summary of their experience;</li> <li>• Demonstration of 3+ years’ experience;</li> <li>• Confirmation experience was for commercial projects; and</li> <li>• Demonstration that experience is within the last ten (10) years.</li> </ul>	
<b>M2</b>	The Bidder’s proposed Project Manager(s) must have a minimum of three (3) years’ experience in the provision of Project Management Services for commercial projects, in the past ten (10) years from bid closing date. The experience provided must have been gained in the past ten (10) years to RFP closing date.	The Bidder must provide the following: <ul style="list-style-type: none"> <li>• A summary of their experience;</li> <li>• Demonstration of 3+ years’ experience;</li> <li>• Confirmation experience was for commercial projects; and</li> <li>• Demonstration that experience is within the last ten (10) years.</li> </ul>	
<b>M3</b>	The Bidder’s proposed Quantity Surveyor(s) must be a member of an international or local Quantity Surveying organization which governs the standards of services in their region such as ‘Royal Institution of Chartered Surveyors (RICS - Quantity Surveying section)’ and/or an institution which is a member of the ‘International Cost Engineering Council (ICEC)’.	The Bidder must provide the following: <ul style="list-style-type: none"> <li>• A proof of their membership with either RICS or ICEC.</li> </ul>	



Organization Structure			
Mandatory Criteria	Description of Criteria	Compliance	Cross reference in proposal (ex: Attachment 1, pg.6)
<b>M4</b>	<p>The Bidder must provide an organization chart including the names and qualifications of key team members whom will complete the Statement of Work (SOW).</p> <p>Required key members to be identified by name and qualification are as followed:</p> <ul style="list-style-type: none"> <li>• Project Manager;</li> <li>• Procurement Specialist;</li> <li>• Technical/ Architect, Structural Engineer, Mechanical Engineer, and Electrical Engineer,</li> <li>• Building Permit Consultant;</li> <li>• Specifications Manager;</li> <li>• Resident Site Liaison;</li> <li>• Administrative Support;</li> <li>• Senior Quantity Surveyor;</li> <li>• Junior Quantity Surveyor;</li> <li>• Project Scheduler; and</li> <li>• Other specialist as needed.</li> </ul>	The Bidder must provide a copy of their organization chart including all aforementioned required categories.	
<b>M5</b>	<p>The Bidder must provide a following resume for each key team member identified in <b>M4</b>:</p> <p>For any certifications, education, or licensing listed in the resumes of a proposed resources, proof of such must be included with the submission.</p>	The Bidder must provide a copy of any professional accreditations referenced within the resumes of each key team member as proof of achievement.	





#### 4.0 Point-Rated Criteria

<p><b>PR1: Relevant Experience – Quantity Surveyor Services and Scheduling Services</b>  <i>Intent:</i> Evaluate the Bidder has the experience required to fully deliver the Quantity Surveyor services and Schedule Management services outlined in the Statement of Work (SOW).</p>	
<b>Submission Requirement</b>	<b>Scoring Criteria</b>
<p>The Bidder shall describe their experience in providing both Quantity Surveyor (QS) Services <u>and</u> Schedule Management Services they have completed, in the past 5 (five) years to RFP closing date which involved the following core components, derived from the attached Statement of Work (SOW).</p> <p>These core components include experience in:</p> <ul style="list-style-type: none"> <li>• Providing QS services from the project planning stage through to project completion;</li> <li>• Providing accurate cost estimates and/or revisions of cost estimates using information provided by the design firm, the General Consultant, or the Owner;</li> <li>• Providing recommendations from a QS perspective to stake holders in areas including: options analysis, design, construction, construction management, development, and any other pertinent areas.</li> <li>• Providing summary schedule management services;</li> <li>• Monitoring the project schedule;</li> <li>• Providing recommendations on long-lead planning;</li> <li>• Providing updates on project progress;</li> <li>• Providing recommendations on both preventing and resolving delays.</li> </ul>	<p><b>20 points</b> Bidder fully addresses all aspects of the criterion found under the core components section/ The Bidder clearly demonstrates they have the experience necessary to provide the services outlined in the SOW.</p> <p><b>15 points</b> Bidder fully addresses most aspects of the criterion found under the core components section/ The Bidder demonstrates they have sufficient experience necessary to provide the services outlined in the SOW.</p> <p><b>10 points</b> Bidder addresses some aspects of the criterion found under the core components section/ The Bidder demonstrates they have the minimum experience necessary to provide the services outlined in the SOW with some weaknesses presented.</p> <p><b>5 points</b> Bidder addresses at least one (1) aspect of the criterion found under the core components section. The Bidder demonstrates they have the minimum experience necessary to provide the services outlined in the SOW with significant weaknesses presented.</p> <p><b>0 points</b> The Bidder does not demonstrate they have the minimum experience necessary to provide the services outlined in the SOW.</p>
<p><b>PR2: Relevant Experience – Works Completed in Manila, the Philippines</b>  <i>Intent:</i> Evaluate the Bidder has the experience required to fully deliver the Quantity Surveyor services and Schedule Management services outlined in the Statement of Work (SOW) in Manila, the Philippines.</p>	
<b>Submission Requirement</b>	<b>Scoring Criteria</b>
<p>The Bidder shall describe their experience in providing Quantity Surveyor (QS) Services <u>or</u> Schedule Management Services they have completed, in the past 5 (five) years to RFP closing date, in Manila, the Philippines.</p>	<p><b>+2 points per project, to a maximum of 4 points</b></p> <p>Bidder provides proof of experience in completing one Quantity Surveyor Project, or, One Schedule Management Service project within the last five years in Manila, the Philippines.</p>
<p><b>PR3: Relevant Experience – Works Completed in commercial or government office buildings</b>  <i>Intent:</i> Evaluate the Bidder has the experience required to fully deliver the Quantity Surveyor services and Schedule Management services outlined in the Statement of Work (SOW) for government or commercial office buildings.</p>	
<b>Submission Requirement</b>	<b>Scoring Criteria</b>
<p>The Bidder shall describe their experience in providing Quantity Surveyor (QS) Services <u>or</u> Schedule Management Services they have completed, in the past 5 (five) years to RFP closing date, for either commercial or government office buildings.</p>	<p><b>+2 points per project, to a maximum of 4 points</b></p> <p>Bidder provides proof of experience in completing one Quantity Surveyor Project, or, One Schedule Management Service project within the last five years for a commercial or government office building.</p>



## 5.0 Tender Form

**5.1 All the information required in section 5.0 must appear on Part 3 – Tender Form ONLY and must be included in a separate attachment named “Tender Form”.** Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

### 5.2 Firm Price

5.2.1 Bidders shall quote an all-inclusive firm price (excluding the cost of The Minister's services and equipment (furniture) on the form attached as Part 3 – Tender 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 Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;

5.2.2 Bidders shall estimate the value of the taxes (including VAT as per 5.3) expected to be payable by His Majesty as a result of entering into a contract with the Bidder;

5.2.3 All payments shall be made according to the terms of payment set out in the attached draft contract;

5.2.4 Exchange rate fluctuation protection is not offered; and

5.2.5 Tender Forms not meeting the above requirements will not be given any further consideration.

### 5.2 Taxes & Duties

5.3.1 Bidders are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.

5.3.2 His Majesty will pay the VAT specified in the Tender Form provided:

5.3.2.1 that amount is applicable to the Work provided by the Contractor to His Majesty under the Contract. His Majesty will not be responsible for the payment of any VAT payable by the Bidder to any third party (including Subcontractors);

5.3.2.2 His Majesty is unable to procure an exemption from VAT in respect of the Work;

5.3.2.3 the Bidder agrees to render every reasonable assistance to His Majesty in obtaining reimbursement of all VAT paid in respect of the Work from the appropriate Government Agency;

5.3.2.4 the VAT is shown separately on all of the Bidder's invoices and progress claims; and

5.3.2.5 the Bidder agrees to remit to the appropriate Government Agency any amounts of VAT legally required to be remitted by the Bidder pursuant to applicable tax laws.

### 5.3 Price Breakdown

His Majesty reserves the right to request a breakdown of the components of the Tender Form should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rationale and assumptions used to determine the cost of each component of the Work, may lead to disqualification.

## 6.0 Basis of Selection

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria.

**6.2** Bids not meeting (a) or (b) will be declared non-responsive.

**6.3** 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.

**6.4** 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 %.

**6.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %. The total firm price (exclusive of applicable taxes) will be used for evaluation.



- 6.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 6.7 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.
- 6.8 In the case of a tie for the highest total score, the Bidder submitting the lowest price will be selected. In the case of a tie for the total score and a tie for the Tender Form score, the Bidder with the highest score for the "Technical Proposal" will be selected.
- 6.9 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 equal 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (140%)**

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

**7.0 Ineligibility and Suspension Policy**

- 7.1 The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html).
- 7.2 Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 7.3 In addition to all other information required in the bid solicitation, the Bidder must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
- 7.4 Subject to subsection 7.5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:



- a. it has read and understands the [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html);
- b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and
- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

**7.5** Where a Bidder is unable to provide any of the certifications required by subsection 7.4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).

**7.6** Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.



**Part 3 – Tender Form**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

**TF1 Firm Price**

Firm Price (exclusive of applicable taxes): \_\_\_\_\_  
(In accordance with 4.2)

Applicable taxes: \_\_\_\_\_  
(In accordance with 4.3)

**Total Price** (Firm Price + Applicable Taxes): \_\_\_\_\_

All amounts are in Philippine Peso (PHP).



**TF2 Acceptance and Entry into Contract**

I/We undertake, within fourteen (14) calendar days of receipt of notification of acceptance of my/our bid, to sign a contract contained in the RFP incorporating all the relative elements of this project, for the performance of the Work provided I/We are notified, by His Majesty, of the acceptance of my/our bid within ninety (90) days of the tender closing date.

**TF3 Integrity Declaration**

I/We herewith enclose integrity certification in accordance with article 7.3 b) or 7.5.

**TF4 Insurance**

Within fourteen (14) calendar days after receipt of written notification of acceptance of my/our bid, I/We will furnish insurance certificate in accordance with item 10 respectively of the draft services Contract.

SIGNED, ATTESTED TO AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_ on behalf of:

\_\_\_\_\_  
Print the legal name of the Bidder

\_\_\_\_\_  
Signature of authorized signatory

\_\_\_\_\_  
Signature of authorized signatory

\_\_\_\_\_  
Print name(s) & titles of authorized signatory

\_\_\_\_\_  
Print name(s) & titles of authorized signatory

\_\_\_\_\_  
Signature of Witness



## Part 4 – General Instructions

### GI1 Responsiveness

- 1.1 For a proposal to be considered valid, it must comply with all the requirements of this RFP identified as mandatory. Mandatory criteria are also expressed by using imperative verbs such as "shall", "must" and "will".

### GI2 Enquiries - Solicitation Stage

- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in article A10 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Bidders, the Contract Advisor will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Contract Advisor named herein. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of your proposal.

### GI3 Bidder's Suggested Improvements During Solicitation Period

- 3.1 Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contract Advisor named herein. 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 provided they are received by the Contract Advisor within the timeframe described in A10 to allow sufficient time to provide a response. His Majesty reserves the right to accept or reject any or all suggestions.

### GI4 Proposal Preparation Cost

- 4.1 The costs, including travel incurred by the Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by His Majesty.

### GI5 Proposal Delivery

- 5.1 Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the address indicated in A7, on or before the Closing Date and Time specified in A7.
- 5.2 Responsibility for proposal delivery: The Bidder has sole responsibility for the timely receipt of a proposal by His Majesty and cannot transfer this responsibility to the Government of Canada. His Majesty will not assume responsibility for proposals that are directed to an email address other than the one stipulated in A7.

### GI6 Validity of Proposal

- 6.1 Any proposal must remain open for acceptance for a period of not less than ninety (90) calendar days after the Closing Date.

### GI7 Rights of Canada

- 7.1 His Majesty reserves the right:
- 7.1.1 during the evaluation, to submit questions to or conduct interviews with Bidders, at Bidders' cost, upon forty eight (48) hours written notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
  - 7.1.2 to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by His Majesty's different stakeholders;
  - 7.1.3 to accept any proposal in whole or in part without prior negotiation;
  - 7.1.4 to cancel and/or re-issue this RFP at any time;
  - 7.1.5 to award one or more contracts, if applicable;
  - 7.1.6 to retain all proposals submitted in response to this RFP;
  - 7.1.7 not to accept any deviations from the stated terms and conditions;
  - 7.1.8 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful proposal in any resulting contract; and
  - 7.1.9 not to contract at all.





## **GI8 Incapacity to Contract with Government**

**8.1** 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*:

**8.1.1** Section 121, Frauds upon the Government;

**8.1.2** Section 124, Selling or Purchasing Office; or

**8.1.3** Section 418, Selling Defective Stores to His Majesty.

(Subsection 750 (3) of the *Criminal Code* prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

**8.2** Where Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, the Contract Advisor will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.

## **GI9 Incurring of Cost**

**9.1** No costs incurred before receipt of a signed Contract or specified written authorization from the Contract Advisor can be charged to any resulting Contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting Contract based on verbal or written requests or instructions from any government personnel other than the Contract Advisor. The Bidder's attention is drawn to the fact that the Contract Advisor is the only authority which can commit His Majesty to the expenditure of the funds for this requirement.

## **GI10 Property of His Majesty**

**10.1** All correspondence, documents and information provided to the Minister by any Bidder in connection with this RFP will become the property of His Majesty and may be released pursuant to the *Canadian Federal Access to Information Act* and the *Privacy Act*.

## **GI11 Rights of Unsuccessful Bidders**

**11.1** Bidders are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. shall, upon opening of the proposal by Canadian officials become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Bidders of this tender competition. The keeping of such information by Canada is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Bidders to this tender process, all the documents submitted by competing Bidders are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada assures Bidders that it will at no time use those materials for any commercial purposes without the written consent of the authors.

## **GI12 Price Support**

**12.1** In the event that the Bidder's bid is the sole responsive proposal received, the Bidder must provide, on the Minister's request, one or more of the following price support if applicable:

**12.1.1** a current published price list indicating the percentage discount available to the Minister;

**12.1.2** copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;

**12.1.3** a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;

**12.1.4** price or rate certification; and

**12.1.5** any other supporting documentation as requested by the Minister.

## **GI13 Bidders Not to Promote Their Interest in This Project**

**13.1** Bidders must 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, except for their response to His Majesty pursuant to this RFP.

## **GI14 Acceptance of Bids**

**14.1** Bidders must meet and adhere to the architectural and design standards contained in the bid documentation.

**14.2** Bidders must submit a list of sub-contractors on TF2 they propose to use on the Works. The successful Bidder shall not be allowed any subsequent substitution of the submitted list of sub-contractors, unless authorized, in advance in writing by His Majesty.



## **GI15 Signatures**

**15.1** The following requirements are to be adhered to when signing the Tender Form:

### **15.1.1 Corporation**

The signatures of the authorized signatories shall be affixed and their names and titles typed or printed.

### **15.1.2 Partnership**

The signatures of the partners shall be affixed and their names typed or printed. If not all of the partners sign or if the signatory is not a partner then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the bid.

### **15.1.3 Sole Proprietorship**

The signature of the sole proprietor shall be affixed and the name typed or printed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the bid.

### **15.1.4 Joint Venture**

The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in 15.1.1 to 15.1.3 above.

## **GI16 Return of Documents**

**16.1** Unsuccessful Bidders must, if requested by the Contract Advisor, return all bid documents (e.g. Working Drawings, Specifications and Bills of Quantities) intact and in good condition within fourteen (14) calendar days of notification. Any copies of the Working Drawings, Specifications and Bill of Quantities are to be returned along with the original bid documents.

## **GI17 Interpretation**

**17.1** In this RFP, “His Majesty”, “the Minister” or “Canada” means His Majesty the King in right of Canada, as represented by the Minister of Foreign Affairs.

## **GI18 Approval of Alternative Material**

**18.1** The proposal must be based on using materials specified by trade or manufacturer’s names where specified in the tender documentation.

**18.2** Alternatives to materials and equipment specified by trade or manufacturer’s names will be considered during the bid period if full descriptive data on proposed alternatives is submitted in writing to the Contract Advisor as specified in A10. Enquiries.

**18.3** The Contract Advisor must approve any alternative material in writing. Approved alternatives will be incorporated in the specification by issuance of addenda to the tender documents.

## **GI19 Bid Security**

Not applicable.



Purchasing Office – Bureau des Achats

**Department of Foreign Affairs, Trade and Development**

125 Sussex Drive  
Ottawa Ontario  
K1A 0G2  
Canada

**You are requested to sell to His Majesty the King, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein and attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.**

DRAFT CONTRACT

**Services Contract**

Name and address of Consultant

*(Information to be provided at contract award)*

<b>Title</b> Quantity Surveying and Project Manager Support Services for the Fit-Up of a Swing Space in Manila, the Philippines	
<b>Contract No.</b>	<b>Project No.</b> N/A
<b>Destination of Goods and/or Services:</b> See herein -	
<b>Invoices to be sent to:</b> See herein	
<b>Departmental Representative:</b> See herein	
<b>Telephone No.:</b> See herein	
<b>Email Address:</b> See herein	
<b>Total Estimated Cost (Applicable taxes incl.)</b>	<b>Currency</b>  <b>PHP</b>
<b>Signed for the Minister</b>  _____ Signature  _____ Date (yyyy-mm-dd)/(aaaa-mm-jj)  _____ Name/Nom	
<b>Signed for the Consultant</b>  _____ Signature  _____ Date (yyyy-mm-dd)/(aaaa-mm-jj)  _____ Name/Nom	



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## 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 sub Consultants;

"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;

"Departmental 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;

"Consultant" 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 Consultant for the Work, exclusive of Applicable Taxes;

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

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

"Party" means Canada, the Consultant, 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 Consultant; and

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

## 2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A"

### 2.1 Optional Services

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.



### 3. 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>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2035 (2022-12-01), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.

2035 41 (2016-04-04) *Integrity provisions—contract*

R1225D (2015-04-01), *General Condition (GC) 4 - Intellectual Property*, apply to and form part of the Contract

### 4. Security Requirements

4.1 The Consultant and/or all other personnel involved in the Work must be properly supervised on the premises of the Mission, Official Residence or Staff quarter. No access to the restricted zones of the Mission will be permitted.

### 5. Term of Contract

#### 5.1 Period of the Contract

The period of the Contract is from date of Contract award to *(To be provided at contract award)* inclusive.

### 6. Authorities and Communication

#### 6.1 Departmental Representative

The Departmental Representative for this Contract is:

*(Information to be provided at contract award)*

Name:

Title:

Department of Foreign Affairs, Trade and Development

Address: 125 Sussex Drive Ottawa Ontario K1A 0G2

Telephone:

E-mail address:

The Departmental Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Departmental Representative. The Consultant 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 Departmental Representative.

#### 6.2 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 Departmental Representative.

#### 6.3 Management of the Contract



Subject to the other provisions of this Article, Departmental 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 Consultant by Departmental Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Consultant or on its behalf is valid unless it is made to Departmental Representative. The Consultant 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 Departmental Representative.

### **6.3.1 Consultant's Representative**

The Consultant's Representative is:

*(Information to be provided at contract award)*

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

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

### **6.3.2 Amendment**

To be effective, any amendment to the Contract must be done in writing and signed by Departmental Representative and the Consultant's Representative.

### **6.3.3 Assignment**

The Consultant 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 Consultant from any obligation under the Contract and it does not impose any liability upon Canada.

## **7. Payment Terms**

### **7.1 Basis of Payment**

Canada will pay the Consultant 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.

### **7.2 Limitation of Expenditure**

Canada's total liability to the Consultant under the Contract must not exceed *(information to be provided at contract award)*.

No increase in the total liability of Canada, in the Consultant's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Consultant unless these changes, modifications or interpretations have been





approved, in writing, by Departmental Representative before their incorporation into the Work. The Consultant must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Departmental Representative. The Consultant must notify Departmental Representative in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
- 4 months before the end of the Period of the Contract, or
- as soon as the Consultant considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Consultant must provide to Departmental Representative a written estimate for the additional funds required. Provision of such information by the Consultant does not increase Canada's liability.

### **7.3 Method of Payment – Monthly Payments**

Canada will pay the Consultant 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.

### **7.4 Audit**

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Consultant 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.

### **7.5 Invoicing Instructions**

**The Consultant must ensure that each invoice it provides to Canada**

- (a) is submitted in the Consultant'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 Departmental Representative, 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 Consultant'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.

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

### **7.6 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 Consultant 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 Consultant 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.

## 7.7 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 Consultant 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 Consultant has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Consultant for early termination of this Contract.

## 7.8 Remittance to Appropriate Tax Authority

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

## 8. 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.

## 9. 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.

## 10. 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.

### 10.1 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.

### 10.2 Time of the Essence

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

#### 10.2.1 Excusable Delay

**10.2.1.1** A delay in the performance by the Consultant of any obligation under the Contract that is caused by an event that:

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



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

**10.2.1.2** 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.

**10.2.1.3** However, if an Excusable Delay has continued for 30 Days or more, Departmental Representative may, by giving notice in writing to the Consultant, 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 Consultant agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

**10.2.1.4** 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 Consultant or any of its subConsultants or agents as a result of an Excusable Delay.

### **10.3 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.

### **10.4 Successors and Assigns**

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

### **10.5 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.

### **10.6 Performance of the Work**

#### **10.6.1 Independent Consultant**

The Consultant is an independent Consultant 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 Consultant must not represent itself as an agent or representative of Canada to anyone. Neither the Consultant nor any of its personnel is engaged as an employee or agent of Canada. The Consultant is responsible for all deductions and remittances required by law in relation to its employees.

#### **10.6.2 Conduct**

The Consultant 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.

### **10.6.3 Assigned Individuals**

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

- (a) the Consultant must provide the services of those individuals unless the Consultant is unable to do so for reasons beyond its control;
- (b) the Consultant must obtain Canada's written approval, through Departmental 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 Consultant must not, in any event, allow performance of the Work by unauthorized replacement individuals.

### **10.6.4 Resources**

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

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

### **10.6.5 Replacements**

Canada may order that a replacement individual stops performing the Work. In this case, the Consultant 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 Consultant from its responsibility to meet the requirements of the Contract.

### **10.6.6 Compliance with Local Law**

In the performance of Services under this Contract, the Consultant will comply with all applicable provisions of the laws in force in Ontario.

### **10.6.7 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 Consultant 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 Consultant's expense.

### **10.6.8 Green Procurement**

- 10.6.8.1** The Consultant 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.



**10.6.8.2** The Consultant 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.

## **10.7 Health and Safety**

The Consultant must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Consultant 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 Consultant 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.

## **10.8 Suspension and Infraction**

### **10.8.1 Suspension of the Work**

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

### **10.8.2 Infraction**

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

## **11. Insurance Terms**

The Consultant shall obtain and maintain an appropriate level of professional liability insurance coverage (including but not limited to coverage for design errors and omissions) for the Services required under this Contract and shall furnish satisfactory evidence of such insurance and renewals to the Departmental Representative within fourteen (14) days of execution of this Contract.

The policy shall be issued with a deductible amount of not more than \$2,500.

Unless otherwise directed in writing by the Departmental Representative, the policy required shall attach from the date of contract award and shall be maintained until the one (1) year following the issuance of the Final Certificate of Completion.

The costs associated with any insurance coverage required under this Contract shall be part of the quoted price.

## **12. Governance and Ethics**

### **12.1.1 Conflict of Interest and Values and Ethics Codes for the Public Service**



The Consultant 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 Consultant will notify Canada in writing of any situation, of which the Consultant is or becomes aware, in which one of the Consultant's agents, employees or Consultants derives, or is in a position to derive, an unauthorized benefit.

### 12.1.2 Incapacity to Contract with the Government

The Consultant 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 Consultant 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 Consultant nor any of the Consultant'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 Consultant 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.

### 12.1.3 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 Consultant are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Consultant 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 Consultant 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.

### 13. Priority of Documents

The Parties agree to be bound by the following documents:

- a) Articles of Agreement;
- b) Supplementary Conditions;
- c) General Conditions 2035 (2022-12-01);
- d) Statement of Work (Annex A);
- e) Basis of Payment (Annex B);
- f) Security Requirements Check List (Annex C);
- g) Consultant's bid dated (*information to be provided 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.

### 14. Dispute Resolution

#### 14.1 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.

#### 14.2 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](mailto:boa.opo@boa.opo.gc.ca).





### ANNEX A - STATEMENT OF WORK (SOW)

The Consultant shall perform and complete the work described herein.

For the purpose of this Contract, “Consultant” means the party providing the Project Support Services & Quantity Surveying Services described herein.

#### 1. **PROJECT DESCRIPTION**

His Majesty the King in Right of Canada (“His Majesty”), as represented by the Government of Canada (“GOC”) and acting through the Department of Global Affairs Canada (“DFATD”) is acquiring a new space on the RCBC plaza to operate as a new office for the current Canadian Embassy in Manila, Philippines. The newly leased office space is on the 9th floor of same Plaza with an area of 1,460.88m2. to accommodate 100 FTEs (Full Time Equivalent).

Canada currently occupies three leased floors on the RCBC plaza: the 6th, 7th, and 8th floors. The project delivery method selected is a modified design-bid--build. The fit- up work will be delivered by a construction firm hired by the Landlord.

Two different clients of Government of Canada will occupy the space on the 9th floor. This project will require to be delivered on an expeditious schedule.

The construction will be executed to meet the requirements of the National Building Code of Canada and applicable Philippine codes.

The required services shall be on site in Manila, Philippines for the duration of the contract.

#### 2. **GENERAL ADMINISTRATION**

The Consultant, under the direction of the Departmental Representative (DR), shall provide Project Management Support services (PMSS) and Quantity Surveyor (QS) services for the above referenced Project as detailed herein.

- 2.1. The Consultant shall perform the required services, in Manila, Philippine, under the direction of the Departmental Representative (DR).
- 2.2. The PMSSs and QS services to DFATD are to be delivered in English.
- 2.3. Target Project Milestone Dates for the Design development as below:

**Note: The below are target dates and are subject to change**

Milestone	Date
Design development	October 2023
50% Construction drawing	Dec 2023
75% Construction drawing	Jan 2024
99% Construction drawing	Feb 2024
100% Construction drawing	March 2024
Construction start ( Estimate construction duration 6 months)	June 2024
Substantial completion	Jan 2025
Occupancy	Jan 2025



- 2.4. The Consultant shall have an exclusive contractual relationship with DFATD.
- 2.5. The Consultant shall have no direct contractual relationship with any third parties engaged in the project.
- 2.6. During the contract, the Consultant shall promptly advise the DR of any matter that may affect the Consultants delivery of the required services.
- 2.7. The Consultant will provide expert professional advice from a QS perspective on all procurement, design, construction, construction management, development costs, development schedule, risks and other pertinent issues, as well as matters relating to typical procurement methodologies and industry practices in Manila and any related industry practices and conventions’.
- 2.8. The Consultant requires to provide project management support, deal structuring support, procurement advice and recommendations, and other related services.
- 2.9. The Consultant shall carry out the required services in a timely manner in order to ensure that the Projects progress is not unduly or unreasonably delayed.
- 2.10. The Consultant shall pprepare quarterly presentations and reports for information and/or approvals purposes.
- 2.11. The Consultant shall ensure that the information and requirements provided to the Consultant by GAC, including this scope of the work are clearly understood and respected by the Consultant’s team.
- 2.12. At the request of the DR, the Consultant shall attend coordination meetings with GAC and/or Other Participants.
- 2.13. The Consultant shall upon project completion, ensure that hard copy and electronic deliverables are submitted in accordance with the GAC departmental policies on records management that will be communicated with Consultant by the DR.

### **3. CONSULTANTS TEAM ORGANIZATION**

- 3.1 Staffing shall be on a permanent, however not necessarily a “Full Time” basis with emphasis on the involvement of highly qualified experts with background and experience in similar projects. Staff resources provided for this contract shall be of the highest possible calibre in keeping with the criteria established in the RFP. With the exception of the site supervision it is not required that the Team be dedicated full time to this project however the hours required will vary with the progress of the work and at the direction of the Departmental Representative.
- 3.2 The Consultant team must include the capacity to provide expertise from the following local professions: architectural services, engineering services, and security consulting, and building and zoning permit consultation on an “as and when required basis”. The Consultant will provide GAC timely advice on the relative merits and potential constraints and provide expertise and local liaison during design and construction.
- 3.3 The Consultant must have a local team that is ready to provide professional services in the following roles under the direction of the Project Manager for the duration of the project on an as and when required basis when providing PMSS and QS services



- Project Leader
- Procurement Specialist
- Technical/ Architect, Structural Engineer, Mechanical Engineer, and Electrical Engineer,
- Building Permit Consultant
- Specifications Manager
- Resident Site Liaison
- Administrative Support
- Other specialist as needed

3.4 For QS services, the Consultant's project team shall be led Senior Quantity Surveyor who shall be supported by qualified and experienced professional. The QS Team's resources must have experience with cost estimating, construction supervision and project delivery and in Manila, Philippine. At a minimum, the Consultant's project team shall consist of but not be limited to:

- Senior Quantity Surveyor
- Junior Quantity Surveyor
- Project Scheduler

3.5 The Project Leader and, when required, other members of the Contactor's project team, will attend meetings in person, including meetings with the Landlord, A&E firm and Embassy staff.

3.6 The Consultant, as part of its initial proposal (in response to the Request for Proposals) shall provide a team organization chart outlining the various categories of team member that are proposed for the project and identifying their respective roles, responsibilities and proposed duties.

3.7 The Consultant's management staff shall be supplemented by administrative staff as required to perform all work.

#### **4. SERVICES REQUIREMENTS**

##### **4.1. Project Management Support**

The Consultant (PMSS) will provide support to DFATD throughout the project phases design, construction and commissioning. These services will include: and risk assessments, design review support, advice with respect to construction Consultant selection process, full time resident site liaison services during construction, and commissioning support. It should be noted that while these services include elements of architectural design, this Contract is not for services as the Prime Architecture and Engineering Consultant.

##### **4.1.1 Market Survey**

- Advise on the typical make up of a design team for a complex project. Address recommended resources supplementary to the typical A&E consultant team. e.g. Permit Expediter, Code Consultant.
- Provide a list of recommended Architecture and Engineering contracts and comment on the same.
- Identify the risks specific to the local market associated with architecture and engineering services. At a minimum comment on capacity, availability, quality and recommendations for selection criteria. and if there any particular design risks and Describe mitigation measures as appropriate.

##### **4.1.2 Approvals & Permits**

- Describe the local permit process, including steps, durations, authorities and the level of detail to be submitted. Notify the DR if there are any planning approvals or other permissions required before starting the construction. This will include who conducts



inspections for authorities and at what stage and what are the risks associated with these processes.

#### **4.1.3 Tender for Construction**

- Describe typical elements of a tender document set. Address how it is organized and the level of completion of the documentation.
- Recommend criteria for short listing Consultants and comment on local bidding practices.
- Describe a typical tender price breakdown structure for a fixed price tender and provide an example of the same.
- Provide a names of recommended standard Philippine construction contracts and identify the construction contracts preferred by the National Capital Authority and the private Philippine, sector.
- What contract security is used locally? E.g. bonds, security deposits, holdbacks. Are advance payments utilized? What are typical values for each.
- Is the use of Bills of Quantities (BoQ) common and when used, how are they utilized at the tender and throughout the contract?
- What are the risks which are specific to the local construction market? At a minimum comment on capacity, material or labour availability, Consultant financial stability, health and safety issues, construction quality and corruption. Are there any particular risks which arise from the National Capital Authority leasehold? Describe mitigation measures as appropriate.

#### **4.1.4 Design Phase**

- The Consultant (If required) Assist DR in the review of design and construction document packages produced by the A&E Design Consultant;
- Provide expert advice and commentary on technical and engineering aspects of design and construction document packages.

#### **4.1.5 Construction phase**

- The Consultant is required to provide a full time **Resident Site Liaison** to be stationed on site for the duration of the construction period. The Resident Site Liaison should be familiar with the local methods of design and construction and have knowledge and experience to be able to deal with cross cultural issues, different construction methods, different material, bylaws, etc. The Resident Site Liaison must adapt to the day-to-day operations of a Diplomatic Mission, the staff, their policies and guidelines, as well as to the dealings with local authorities, consultants, Consultants, labourers and suppliers.
- Be resident up to 40 hours per week at site and as necessary for planned overtime requirements at the direction of the DR. The Consultant shall comment on quality assurance and quality control on construction. E.g. samples, mock ups/ proof of concept, testing, periodic inspection, site supervision, the role of a clerk of works or site liaison. Describe the role of the site liaison as typically engaged in a Philippines context.
- Assist the Construction Consultant in obtaining custom, VAT and other tax and fee exemptions granted the project, if necessary.
- Attend all site inspections on behalf of the DR.
- Monitor the Construction Consultant's Health & Safety Plan and advise the DR.
- accordingly Observe and monitor overall Quality Control and advise the DR accordingly.



- Monitor construction schedule proposed/achieved; ordering/delivery of major equipment.
- Monitor the Consultant's review of samples for compliance with contract documents.
- Monitor the Consultant's records management and submission tracking system of all construction related correspondence and project records.
- Review percentages of construction work completed and provide comments to DR and advise of any issues or concerns.
- Review progress payment, interim and final payment certificates and advise the DR accordingly.
- Review the Consultant's submissions of CCNs and resulting COs for completeness, constructability, impact on schedule and cost, in liaison with the prime consultant if the Consultant's quote is "fair and reasonable" or, otherwise and advise the PM accordingly.
- Provide Liaison at the direction of the DR for the Construction Consultant and Embassy with required in-country direct procurement and with importation of equipment and materials. This may include and may not be limited to arranging for the acceptance of materials, coordinating the customs clearing process, arranging for the delivery of materials and storage if required.
- Provide liaison between the Landlord Construction Consultant's Site Security Manager, the DR and the Embassy Security personnel. Monitor Site security requirements.
- At the direction of the DR, (if require) visit manufacturers of plant, equipment, millwork etc. to observe quality and progress and advise the DR accordingly.
- Review the deficiency lists if required and advise the DR accordingly. Observe and report on progress of clean up of deficiencies to the DR.
- Provide liaison between the GAC services installation teams, the Landlord Construction Consultant, the Mission, and the DR.
- Assist in the Commissioning Process and keep the DR advised of progress, issues and requirements.
- If requested, provide Liaison at the direction of the DR for the Constructor and Embassy staff with equipment and materials shipped from Canada. This may include and may not be limited to arranging for the acceptance of materials, coordinating the customs clearing process, and arranging for the delivery of materials, and ensure the inventory is accounted for, if required.
- Provide a bi- weekly report that provides all pertinent information with respect to the project including:
  - Photos of the construction when possible (architectural, structural, electrical, mechanical) and project progress photos.
  - Project schedule update (in consultation with QS consultant).
  - Two week look ahead schedule.



- budget update (in consultation with QS consultant).
  - scope management update (increase/decrease, why, mandated by whom, work completed, work to be completed).
  - Project health and safety update.
  - Issues report.
  - Risk report that documents: previously identified risks that have materialized and advise as to the time and cost impacts; previously identified risks which have not materialized and may be eliminated from the registry; newly identified risks which must be added to the registry along with the estimated potential impact to cost and time.
  - Prepare presentations and reports for information or approvals purposes.
- Assist with preparation of site meeting agenda. Attend meetings, take minutes, distribute minutes, and follow-up on decisions. Participate in conference calls from the construction site with DFATD Departmental Representative in Ottawa.
  - Prepare and submit weekly Site Inspection Reports to notify DR of all findings, reflect progress, identify potential problems and issues (Brief written report supported by plans, sketches, photos, etc.).
  - Set up and arrange for meetings, meeting rooms and appointments.
  - Assist DR to engage additional local resources, materials or pieces of equipment, as required.

#### **4.1.6 Commissioning and Occupancy Phase**

- At Substantial Completion, ensure that an inspection of Constructor's work against the Construction Contract documents is coordinated and conducted and that a list of uncompleted or unsatisfactory work including deficiencies in equipment and commissioning is prepared and made available for review. Coordinate and assist in the Commissioning Process and keep the DR advised. At Final Completion ensure the coordination of professionals and completion of a final inspection with the Constructor and A&E consultant to review and confirm that all deficiencies and work have been corrected.
- Attend and witness operation, balancing, training and turnover of new and existing equipment, systems and maintenance materials.
- Assist in obtaining Commissioning Forms, As-Built, O&M manuals from the Constructor and forward to DR.

#### **4.2. Quantity Surveyors Services**

##### **4.2.1 Schedule Management Support**

- The Consultant shall provide summary schedule management support services managed by an experienced and qualified Quantity Surveyor, experienced in construction in Philippines. The objective of the schedule management program is to monitor the project schedule prepared by the A&E Consultant and advise the DR with respect to project progress, monitor long lead planning and procurement requirements, identify tasks which are delayed and review with the Designer and/or Constructor procedures to resolve the delay and bring the project back on the Master Schedule. The specific reviews to be undertaken will be determined by the DR on an as needed basis.



- Review and evaluate proposed work program and/or construction schedules, progress reports and schedule updates by Designer and/or Constructor.
- The Consultant shall review and evaluate and advise the with respect to any extension of time requests presented by the Constructor, for time extension, providing the DR with recommendations on resolution.

#### 4.2.2 Cost Management Support

- The Consultant shall provide a summary cost management support service managed by a qualified QS experienced in Greece. The objective of the cost control program is to monitor the Cost Plans provided by the A&E Consultant and to advise the DR on measures to control project expenditure and manage cash flow under the Design and/or Construction contracts, and in relation to the project schedule.
- Review Estimates and/or Cost Plans prepared by DFATD, Designers and/or Constructors against local benchmarks and project schedule and provide detailed reports with respect to reliability of values and cash flow projections. These reviews may include and are not limited to the following:
  - Design Development
  - Construction Documents 50%
  - Construction Documents 99%
  - Pre-Tender Documents
  - Monthly Construction Progress Claims
  - Proposed Contract Variation Costs
- The Consultant, at the request of the DR, shall prepare presentations and cost comparison and analysis if required for information or approvals purposes.
- The estimate can be provided through an Elemental Cost Breakdown based on the Canadian Institute of Quantity Surveyors (CIQS Elemental Format) or ASTM Uniformat or any equivalent in electronic format (PDF and /or MS Excel) including all back-up information.
- The Consultant shall provide estimates from initial Class D/Rough Order of Magnitude estimate through to Class A Estimate, based on project parameters provided by the DFATD at each design development stage (33%, 66% and at 100%). Costs should reflect local market rates, include percentage, and total amounts for Consultant field requirements, general conditions, contingencies, overhead and profit and applicable taxes.
- The Consultant, at the request of the Departmental Representative, shall provide an independent detailed estimate at various stages of the project and for specific designated change orders (COs) as they arise, as well as identify variances from Constructor's estimate and/or to the estimate prepared by the Designers, and provide gap analysis and solutions as necessary.
- The level of detail and supporting back-up of cost plans, cost estimates and cost reports shall be commensurate to the level of detail of design documentation and/or contract documentation.
- At Tender Stage, the Consultant shall work with landlord and GAC to prepare and provide the following services and reports:





- During the tender period, examine and report on any cost impact that will be created by the issue of tender/contract addenda. Reconcile the pre-tender estimates (elemental and trade) to reflect any such addenda.
  - Bid Review and Analysis: Analyze and report on tenders and reconcile any differences between the pre-tender estimate and the submitted bids.
  - Analyse and report on general Consultant's proposed contract cost breakdown
  - Negotiation: Support negotiations (if any) with bidders prior to awarding the contract.
  - Reconciliation: Reconcile the proposed contract sum with the estimates (elemental and trade).
  - Collaborate with the Prime Consultant on the tasks as required,
- The Consultant shall provide Monthly Cost Reports and shall be based on the then current contract documentation. Monthly Cost Reports will typically comprise:
  - Introduction and narrative summary
  - Revised detailed cost summary and commentary
  - Net changes since last month and commentary
  - Consultants monthly progress claim with Consultants comments and observations
  - Recommended progress payment this period
  - Change order summary showing status of total, pending and actual change orders
  - Updated risk register and commentary
  - Revised project milestones and commentary
  - Principal upcoming schedule risks
  - Updated projected cash flow
  - Comments and observation arising from review of design meeting minutes
  - Comments and observation arising from review of construction meeting minutes
  - Comments and observations arising from review of Landlord's reports
  - Any other pertinent matters

#### **4.3. OTHER SERVICES**

- The Consultant shall provide other pertinent services that are required by the Departmental Representative.

### **5. COMMUNICATION REQUIREMENTS**

The Consultant shall provide all correspondence and deliverables in English



All communication must be directed through the DR:  
***(info to be provided at contract award)***

**Specific Communications**

All verbal communication with a mission must be summarized in writing by letter or email as appropriate and copied to the DR.

If the communication is technical in nature, then the communication may be directed to the DFATD's Technical Authority and the DR must be copied.

DFATD's Technical Authority: *(to be provided at contract award)*

**DELIVERABLES FORMAT**

Reports will be delivered in electronic format (MS Excel, MS Project and MS Word as applicable) including back-up information. All documentation is to be provided in English.



### ANNEX B - BASIS OF PAYMENT

For the Work described in Annex A – Statement of Work and in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a fixed price of \$ \_\_\_\_\_ (*insert the amount at Contract award*).

#### Firm Price

Firm Price (exclusive of applicable taxes): \_\_\_\_\_  
(In accordance with 4.2)

Applicable taxes: \_\_\_\_\_  
(In accordance with 4.3)

**Total Price** (Firm Price + Applicable Taxes): \_\_\_\_\_

All amounts are in Philippine Peso (PHP).



**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	GAC	2. Branch or Directorate / Direction générale ou Direction AWD/AWP
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 GAC is acquiring a new space on the RCBC plaza to operate as a new office for the current Canadian Embassy in Manila, Philippines. The newly leased office space is on the 9th floor of same Plaza with an area of 1,460.88m2. to accommodate 100 FTEs (Full Time Equivalent)		
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 type="checkbox"/> No / Non <input checked="" 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 checked="" type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays : Will need access to 6th, 7th and 9th floor	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"/>

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**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 checked="" 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 : will need to be escorted to other floors, 6th, 7th and 9th

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



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**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 / CLASSIFIÉE			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	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support IT																
IT Link / Lien électronique																

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

**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?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

**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).**



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

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Manal Marogy		Title - Titre Project Manager	Signature <b>Marogy, Manal</b> <small>Digitally signed by Marogy, Manal Date: 2023.07.05 14:11:15 -04'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel manal.marogy@international.gc.ca	Date
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre <b>Crawford, Deanna</b>	Signature <b>Digitally signed by Crawford, Deanna Date: 2023.07.06 07:43:19 -04'00'</b>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / <input type="checkbox"/> Yes <input type="checkbox"/> Non / <input type="checkbox"/> Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature <b>Tchorznickis, Meghan</b> <small>Digitally signed by Tchorznickis, Meghan DN: cn=C.A., o=IC, ou=OFFICIALS, ou=PER, ou=Tchornickis, ou=IC Reason I listed in the security and integrity of this document Date: 2023.06.01 15:13:04/07 Full PDF Suite Version 11.0.2</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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