



CANADA'S REPRESENTATIVE

MISSION PROCUREMENT – AAGC
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Request for a Standing Offer (RFSO)

PERFORMANCE OF THE WORK DESCRIBED IN THE STATEMENT OF WORK.

Form containing fields for TITLE, SOLICITATION NO., DATE, PROPOSAL DELIVERY, OFFER TO: FOREIGN AFFAIRS, TRADE AND DEVELOPMENT CANADA, and signature/date lines.



## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 5A, Standing Offer, and 5B, Resulting Contract Clauses:
  - 5A, includes the Standing Offer containing the Offer from the Offeror and the applicable clauses and conditions;
  - 5B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include: Annex A - Statement of Work; Annex B - Basis of Payment; Annex C – Call-up against the Standing Offer (Form); and Annex D - Standing Offer Report.

### 1.2 Summary

**1.2.1** The purpose of this RFSO is to select multiple suppliers to enter into a Standing Offer Agreement with the Department of Foreign Affairs, Trade and Development (DFATD) to supply, delivery and maintenance of drinking water and equipment for Canadian Embassy Properties in Manilla, Philippines, as described in the Statement of Work (Annex A).

**1.2.2** The Work is to be performed from the Standing Offer award date for a period of two (2) years. There is also the potential two (2) additional one (1) year irrevocable option periods under the same terms and conditions.

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

### 1.3 Security Requirements

There are no Security requirements associated with this requirement, however Offeror's personnel will be escorted and placed under supervision of Embassy of Canada personnel at all times during the performance of the Work on the Embassy's premises.

### 1.4 Additional Info

Canada's intent is to award multiple Standing Offers however, Canada reserves the right to award only one Standing Offer or none. Canada reserves the right to buy the same or similar goods from other sources.



## 1.4 Interpretation

In this document, unless the context otherwise requires:

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

"Offer" or "Proposal" is an offer to provide services or supply goods as a result of a solicitation.

"Offeror" 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 Offeror, or its subcontractors.

"Canada", "Crown", "Her 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;

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2023-06-08) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 Subsection 06 (2022-03-29) Late Offers

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

Offers received after the stipulated RFSO closing date and time will be disqualified and no further consideration will be given to them.

#### 2.2.2 Subsection 07 (2022-03-29) Delayed Offers

This subsection is deleted in its entirety and does not form part of this RFSO.

#### 2.1.3 Subsection 08 (2019-03-04) Transmission by Facsimile or by epost connect

This subsection is deleted in its entirety and does not form part of the RFSO. Canada does not accept receipt of offer by means of a facsimile or by epost Connect service.



## 2.2 SUBMISSION OF OFFERS

- 2.2.2** Offers must be received by DFATD at the electronic address identified and by the date and time on page 1 of the solicitation. Offers must NOT be sent directly to Canada's Representative. Canada will not be responsible for offers delivered to a different address. Offers sent directly to Canada's Representative may not be considered.
- 2.2.3** The e-mail address indicated on page one (1) of the solicitation is for the purpose of offers submission and enquiries concerning that solicitation. No other communications are to be forwarded to this address.
- 2.2.4** Canada requires that each offer, at closing date and time or upon request from Canada's Representative, be signed by the Offeror or by an authorized representative of the Offeror. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Offeror of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a offer is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2006 (2022-12-01) *Standard Instructions – Request for Standing Offers - Goods or Services - Competitive Requirements*.
- 2.2.5** It is the Offeror's responsibility to:
- (a) obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
  - (b) prepare its offer in accordance with the instructions contained in the RFSO;
  - (c) submit by closing date and time a complete offer;
  - (d) send its bid only to the address specified on page 1 of the bid solicitation;
  - (e) ensure that the Offeror 's name, and the RFSO number are clearly visible on the attachment(s) containing the offer; and,
  - (f) provide a comprehensible and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.
- 2.2.6** Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an Offeror's offer. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer
- 2.2.7** An offer cannot be assigned or transferred in whole or in part.

## 2.3 Enquiries and questions - Request for Standing Offers

All enquiries must be submitted in writing to the Canada's Representative **no later than three (3) calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

## 2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- Canada requests that the Offeror submits its Offer in accordance with section 05 of the 2006 standard instructions.

The Offer must be gathered per section and separated as follows:

- Section I: Technical Offer
- Section II: Financial Offer

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

### 3.2 TECHNICAL OFFER INSTRUCTIONS

**Section I:** to be labeled “**Technical Offer**”;

In their Technical Offer, Offerors should demonstrate their understanding of the requirements contained in the RFSO and explain how they will meet these requirements.

Bidders must submit their response to the mandatory technical criteria as per clause 4.2 of this RFQ.

### 3.3 FINANCIAL OFFER INSTRUCTIONS

**Section II:** to be labeled “**Financial Offer**”;

**3.3.1** Offerors must submit their Financial Offer in accordance with Annex B – Basis of Payment. Prices must appear in Section II **only** and must not be indicated in any other section of the Offer. Failure to comply may result in the offer being declared non-compliant and rejected from further consideration. All the information required in the Basis of Payment should appear in a separate document and should be identified as the Financial Offer. Financial Offers will only be opened after the evaluation of the Technical Offer is completed.

**3.3.2 Firm Price:** Offerors must quote an all-inclusive Firm Price and in **Canadian Dollars (CAD) or Philippine Peso (PHP)** on the attached Annex B, Basis of Payment. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFSO, all travel, living costs and all overhead costs including disbursements and all Applicable Taxes shown separately.

**3.3.3. All Costs to be Included:** The financial bid must include all costs for the requirement described in this RFSO for the entire Standing Offer Period.

**3.3.4** All payments will be made according to the terms of payment set out in the Draft Standing Offer.

### 3.4 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### 3.5 Equivalent Products

- 3.5.1 Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
- a. designates the brand name, of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;



- d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 3.5.2 Products offered as equivalent in form, fit, function and quality will not be considered if:
- a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 3.5.3 In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.



**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

**4.2 Mandatory Technical Criteria**

Failure to comply with any of the mandatory criteria of the Table 1 will disqualify the Offer and the Offer will receive no further consideration nor further evaluation.

**The Offerors must provide a proof for every mandatory criteria of the Table 1**

TABLE 1			
	Mandatory Criteria	Proof	Compliance
<b>M1</b>	The Offeror must provide proof that the water is regularly tested and meets the acceptable values based on the Philippines National Standards for Drinking Water 2007 for total heterotrophic plate count (less than 500 CFU/ml), total coliform count (less than 1.1 MPN/100ml), and E. Coli count (negative). In addressing this criterion, the Offeror shall provide a minimum of four (4) tests with results conducted in the last twelve (12) months.	Offeror has demonstrated this in their Offer. Offeror has not demonstrated this in their Offer.	Yes No
<b>M2</b>	The Bidder must demonstrate they are legally able to work in Philippines. For more information, see the note ** below.	Offeror has demonstrated this in their Offer. Offeror has not demonstrated this in their Offer.	Yes No
<b>M3</b>	The Offeror must include in its proposal a company profile, indicating key contact persons, phone and fax numbers, email addresses, and information regarding the business hours, qualifications, and experience of the company. Existing corporate materials, such as brochures, may be included.	Offeror has demonstrated this in their Offer. Offeror has not demonstrated this in their Offer.	Yes No
<b>M4</b>	The Offeror must be capable of delivering all products to the addresses indicated in the SOW article <b>5.0 Delivery Locations</b> . Offeror must certify this capability in writing.	Offeror certified this capability. Offeror did not certify this capability.	Yes No

\*\* If the Offeror is registered or located in Philippines, they must provide a certified copy of company registration in Philippines or printed copy of the company's website showing company information. For Offerors not registered and not located in Philippines, they will typically need either a work permit or visa or both, but it is the Offeror's responsibility to inform themselves of what they will need in order to execute work in the Canadian Embassy Properties in Manila, Philippines. The Canadian Embassy in Manila nor Canadian government will not be responsible for providing assistance nor sponsoring non-Philippines companies with acquiring any work permits / insurance / visas, etc.



However, the Government of Canada will provide a letter stating that the Offeror is travelling to perform work on behalf of the Government of Canada. The letter will state what the work is and what equipment the Offeror will need to bring along with serial numbers. The letter should be taken to the host country's Embassy

#### 4.2.1 Financial Evaluation

Offerors must provide with their Offer all financial information requested in the bid solicitation at Annex B Basis of Payment. Pricing must be in **Canadian Dollars (CAD) or Philippine Peso (PHP)**.

For evaluation purposes only, pricing provided in Philippine Peso (PHP) will be converted to Canadian Dollars (CAD) at the rate determined by Bank of Canada on the Closing Date. This will not be done if all responsive Bids are in Philippine Peso (PHP).

#### 4.2.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offers with the lowest prices will be recommended for issuance of a standing offer.

It is Canada's intent to select multiple responsive suppliers to enter into a Standing Offer Agreement, however this is not guaranteed based on multiple factors.





## PART 5 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### DEFINITIONS

In the Standing Offer, unless the context otherwise requires:

"Standing Offer (SO)": A Standing Offer is not a Contract. It is an Offer made by the Offeror (A Supplier or a Provider) for the provision of certain Services to clients at prearranged prices or a prearranged pricing basis, under set terms and conditions that is open for acceptance by authorized user(s) on behalf of the Minister during a specified period of time. A separate Contract is formed each time a Call-Up for the provision of goods and/or services is made against a Standing Offer.

"Call-up" and "Contract" means an order issued by an Authorized User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;

"Offeror" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

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

"Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Authorized Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Authorized Users.

"Authorized User" means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;

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

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

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

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

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

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

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



## A. STANDING OFFER

### 5.1 Standing Offer

- 5.1.1 A Standing Offer is not a contract and does not represent the commitment of funds by Canada or the commitment to use any organization on the SO list;
- 5.1.2 A contractual obligation will come into force when there is Work authorized against the SO by the issuance of a Call-up against the SO and only to the extent designated in the authorization;
- 5.1.3 Canada's liability under this arrangement shall be limited the actual amount of Work authorized in the Call-ups (Contracts) and performed within the terms and conditions specified;
- 5.1.4 The terms and conditions set out herein will form part of, and shall be incorporated into, any and all the resulting Call-ups (Contracts); and
- 5.1.5 The Offeror shall perform and complete with care, skill, diligence and efficiency the Work that is described in each Call-up (Contract) issued and authorized against the SO.
- 5.1.6 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

### 5.2 Security Requirements

There are no Security requirements associated with this requirement, however, Offeror's personnel will be escorted and placed under supervision of Embassy of Canada personnel at all times during the performance of the Work on the Embassy's premises.

### 5.3 Insurance Requirements

The Offeror is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Standing Offer and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under the Standing Offer nor under any resulting contract(s).

### 5.4 Standard Clauses and Conditions

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

### 5.5 General Conditions

[2005](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply and form part of the Standing Offer.

### 5.6 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.



The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "D ". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a 6-months basis to the Standing Offer Project Authority no later than 5 calendar days after the end of the reporting period.

The quarterly reporting periods are defined as follows:

- 1. first report: April 1 to September 30
2. second report: October 1 to March 31

5.7 Term of Standing Offer

5.7.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from the SO award date for a period of 2 years.

5.7.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5.8 Delivery Points

Delivery of goods will be made to delivery point(s) specified in the Call-up issued against the Standing Offer as per the SOW section 5.0 Delivery Locations.

5.9 Authorities

5.9.1 Standing Offer Authority (to be entered at award)

The Standing Offer Authority is:

Name: \_\_\_\_\_
Title: \_\_\_\_\_
Organization: \_\_\_\_\_
Address: \_\_\_\_\_
Telephone: \_\_\_\_- \_\_\_\_- \_\_\_\_
E-mail address: \_\_\_\_\_

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a Call-up, he is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer by any Authorized User.



### 5.9.2 Project Authority (to be entered at award)

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a Call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 5.9.3 Offeror's Representative (to be entered at standing offer award)

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

The Contractor reserves the right to replace the above-named representative by giving written notice to the Standing Offer Authority.

### 5.10 Authorized Users

The Authorized User authorized to make call-ups against the Standing Offer is the Standing Offer Authority and their DFATD designates.

### 5.11 Call-up Procedures

1. The authorized Call-ups against this Standing Offer must be made using duly completed forms identified in Annex D by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Authorized User and the Offeror.
2. No costs incurred before the receipt of a signed Call-up can be charged to this Standing Offer.
3. If by error or omission the Authorized User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Authorized User of the error prior to delivery.
4. Any modifications to the original Call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of the Call-up.
5. For urgent requirement only Authorized Users may request goods/services by telephone, facsimile, or email which must be followed up by issuing a Call-up document no later than the next working day to confirm the request for Work to be performed.



### 5.12 Call-up Instrument

The Work will be authorized by the Authorized User(s) using the duly completed form as identified in Annex D – Call up against the Standing Offer.

Call-ups must be made by Authorized User under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

### 5.13 Limitation of Call-ups

Individual call-ups against this Standing Offer issued by the Authorized User(s) must not exceed \$30,000.00 CAD (Applicable Taxes included).

### 5.14 Financial Limitation

The total cost to Canada resulting from Call-ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes excluded) (to be entered in at award of standing offer) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any Work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 5.15 Optional Goods

The Offeror grants to Canada an irrevocable option to acquire the additional goods described at Annex A of the Standing Offer under the same conditions and the prices and/or rates stated in the Standing Offer. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a Standing Offer amendment.

### 5.16 Exercising Optional Goods Purchase

Canada may exercise this option at any time by sending a written notice to the Offeror at any time before the expiry date of the Standing Offer.

### 5.17 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Call-up against the Standing Offer, including any Annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Call-Up against the Standing Offer Form;
- g) Annex D, Standing Offer Report;
- h) the Offeror's Offer dated \_\_\_\_\_.



## 5.18 Certifications and Additional Information

### 5.18.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its Offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 5.19 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a Call-up against the Standing Offer.

### 5.18 Statement of Work

The Contractor must perform the Work described in the Call-up against the Standing Offer.

### 5.19 Standard Clauses and Conditions

#### 5.19.1 General Conditions

[2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) and General Conditions [2010A](#) (2020-05-28) Goods (medium complexity), apply to and form part of the Contract.

### 5.20 Term of Contract

#### 5.20.1 Period of the Contract

The period of the Standing Offer is from the date of issuance for a period of 2 years.

#### 5.20.2 Delivery Date

Delivery must be completed in accordance with the Call-up against the Standing Offer.

### 5.21 Payment

#### 5.21.1 Basis of Payment

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

#### 5.21.2 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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 delivered has been accepted by Canada.

### 5.22 Invoicing Instructions

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

1. is submitted in the Contractor's name;
2. is submitted each month for each delivery or shipment;
3. only applies to the Contract;



4. shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
5. details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
6. sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
7. identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

### **5.23 Dispute Resolution**

1. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
2. The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
3. If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
4. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".





## ANNEX A - STATEMENT OF WORK

### 1.0 Title

Supply, Delivery and Maintenance of Drinking Water and Equipment for Canadian Embassy Properties in Manilla, Philippines

### 2.0 Requirement

The Requirement is for:

- a) Supply, Maintenance and Delivery of Drinking Water and Equipment for Canadian Embassy Properties in Manilla, Philippines; 5-gallon bottle of mineral water, including delivery, provision of cooler equipment, and regular cleaning and maintenance;
- b) The provision of up to 80 water coolers. All units must be less than two (2) years old, for use with the Offeror's supplied 5-gallon bottles;
- c) The regular provision and delivery of 5 gallon bottles of mineral water. Bottled water shall be delivered on a weekly basis and/or within 48 hours upon request.

### 3.0 Specifications for Mineral Water

The Offeror must conduct water testing and provide result to Canada upon request. The results must meet the acceptable values based on the Philippines National Standards for Drinking Water 2007 for total heterotrophic plate count (less than 500 CFU/ml), total coliform count (less than 1.1 MPN/100ml), and E. Coli count (negative).

### 4.0 Estimated quantities and delivery frequency

The estimated quantities required are approximately 750, 5-gallon bottles per month, and approximately 80 coolers. Canada reserves the right to buy additional and/or different quantities during the period of the Standing Offer.

### 5.0 Delivery Locations

The Offeror must be able to deliver to, and provide maintenance at all locations. The delivery locations shall be:

- Embassy of Canada Chancery, RCBC Plaza, Makati City;
- Embassy of Canada Official Residence located in Dasmariñas Village, Makati City;
- Residential properties located in Dasmariñas Village, Makati City;
- Residential properties located in Urdaneta Village, Makati City;
- Condominium properties located in Paseo de Roxas, Makati City;
- Condominiums located in the Salcedo Village and surrounding area, Makati City;
- Condominiums located in the Fort Bonifacio Global City area, Taguig City.

Canada reserves the right to add and/or change delivery locations during the period of the Standing Offer.

### 6.0 Replacement cycle

The replacement cycle of the water coolers shall be set to once every 24 months..

### 7.0 Material

Material supplies must be new, unused and of current production by the manufacturer's latest compatible model.



**8.0 Spare Part Availability**

The Offeror must ensure that the coolers and other consumables required for the proper functioning and maintenances of the units are available.

**9.0 Warranty**

The manufacturer's standard warranty must be a minimum of 1 year from date of delivery.

**10.0 Interchangeability**

Unless changes are authorized by Canada's Project Authority, all items supplied against the Standing Offer must be as described in Annex A – Statement of Work.



### ANNEX B - BASIS OF PAYMENT

Name of the Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
 Email: \_\_\_\_\_@\_\_\_\_\_

The Offeror shall provide an Offer containing all pricing necessary to execute all Work as per Annex A – Statement of Work.

All pricing shall be in either **Canadian Dollars (CAD)** or **Philippine Peso (PHP)** and Incoterms® 2020, customs duties, excise taxes and Value Added Tax (VAT) must be indicated (where applicable).

**Total Price Proposal:**

Description	Unit of Measure	Initial Period 1 <sup>st</sup> Year	Initial Period 2 <sup>nd</sup> Year	Option Year 1	Option Year 2
All inclusive cost per 5 gallon bottle of mineral water, including delivery, provision of cooler equipment, and regular cleaning and maintenance.	EA	PHP or CAD per 5 gallon bottle	PHP or CAD per 5 gallon bottle	PHP or CAD per 5 gallon bottle	PHP or CAD per 5 gallon bottle

**OFFEROR MUST INDICATE THE CURRENCY OF THEIR PROPOSAL.**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Name and Title of the Offeror's Representative

\*\*\*  
 For evaluation purposes only, pricing provided in Philippine Peso (PHP) will be converted to Canadian Dollars (CAD) at the rate determined by Bank of Canada on the Offer Closing Date. This will not be done if all responsive Offers are in Philippine Peso (PHP)



**ANNEX C - CALL-UP AGAINST THE STANDING OFFER (FORM)**

Ship to:	Contractor:
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TERMS AND CONDITIONS OF THE STANDING OFFER SHALL APPLY.

Date :			
Standing Offer Number		Requisition Number	Financial codes
Item number	Description		
Project Authority:		Delivery Required by:	
NAME ADDRESS			
Phone: Email :			
Pursuant to Section 32 of the Financial Administration Act		FOR THE MINISTER	
		_____ Signature	
		_____ Print Name and Capacity	



### ANNEX D - STANDING OFFER REPORT

**Standing Offer No:** \_\_\_\_\_

**Offeror:** \_\_\_\_\_

**Reporting Period:** (Select appropriate reporting period)

- \_\_\_\_\_ first report: April 1 to September 30
- \_\_\_\_\_ second report: October 1 to March 31

Call-Up Number	Date of Call-Up	Description of Service	Value of Call-Up (Taxes excluded)
<b>Total Value of Call-ups:</b>			

**NIL Report:** We have not done any business with the government of Canada and do not have anything to report on this quarter \_\_\_\_\_

**Prepared by:**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_