

REQUEST FOR QUOTATION

CANADIAN COMMERCIAL CORPORATION (CCC)
Project #100682-North/South Sudan DDR Commissions (SSDDRC)
Support Project

FOR:

**DEPARTMENT OF FOREIGN AFFAIRS AND
INTERNATIONAL TRADE (DFAIT)**

Motorbikes & Accessories

BID CLOSING:
15 March, 2010, 2:00 pm EST

TABLE OF CONTENTS

SECTION 1: INSTRUCTIONS TO BIDDERS

1. SUBJECT
2. DESCRIPTION OF GOODS
3. SOURCE OF FUNDS
4. CONTRACTING AUTHORITY
5. ELIGIBILITY OF BIDDERS
6. SUBMISSION OF QUOTES
7. COST OF BIDDING
8. EVALUATION AND AWARD
9. ACCEPTANCE OF AWARD
10. NOTIFICATION OF AWARD
11. ENQUIRIES
12. APPLICABLE LAW

SECTION 2: REQUIREMENTS

13. REQUIREMENTS
14. PRICING GUIDELINES
15. FINANCIAL CAPABILITY
16. RESPONSIVENESS
17. RESERVATION OF RIGHTS BY CCC AND DFAIT
18. RESTRICTION ON SUBMITTALS
19. NON-COLLUSION

ANNEX "A": STATEMENT OF WORK,

ANNEX "B": CONTRACT FORM

ANNEX "C": BID EVALUATION GRID

ANNEX "D": PRICING TABLE

ANNEX "E" BIDDERS SUBMISSION LETTER/CERTIFICATION

ANNEX 'F' BIDDERS SUBMISSION CHECK LIST

SECTION 1: INSTRUCTIONS TO BIDDERS

1. SUBJECT

- 1.1 This section provides general instructions for the Bid Solicitation in the form of a Request for Quotation for the purchase of Motorbikes & Accessories (“Equipment”) which are to be delivered to Juba, Sudan.

2. DESCRIPTION OF GOODS

- 2.1 You are requested to quote on all Equipment as specified in the Statement of Work in Annex “A” hereto attached.
- 2.2 N/A
- 2.3 Quote unit prices for products as specified in Annex “A”. Prices for freight and insurance should be quoted separately as per the DDP Consignee (INCOTERMS 2000) term.

3. SOURCE OF FUNDS

- 3.1 The funding is provided by the Department of Foreign Affairs and International Trade (DFAIT) which is responsible for the administration of the Global Peace and Security Fund, pursuant to which assistance, often in the form of in-kind contributions of goods, services, and equipment, is to be delivered to foreign recipients to enable those recipients to respond to civilian protection, conflict prevention and stabilization initiatives in fragile and failed states.
- 3.2 The Canadian Commercial Corporation (CCC) is the administrator of the funds for this project.

4. CONTRACTING/SIGNING AUTHORITY

- 4.1 The CCC, under a Memorandum of Understanding with the Department of Foreign Affairs and International Trade (DFAIT), will be initiating the supply activities for this Project.

Therefore, the Contracting Authority for the Contract is:

Canadian Commercial Corporation
50 O’Connor Street, 11th Floor
Ottawa ON K1A 0S6
Patricia Daigneault, Senior Project Manager
Telephone: 613-992-3480 Facsimile: 613-995-2121
E-mail: patricia.daigneault@ccc.ca

The Contracting Authority is responsible for the management of the Contract. The Contractor must not perform work in excess of or outside the scope of the Contract based

on verbal or written requests or instructions from anybody other than the Contracting Authority.

All matters concerning resulting Contracts must be discussed with the Contracting Authority. Any changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Where the successful bidder is a non-Canadian supplier, the Contract will be signed by Department of Foreign Affairs and International Trade (DFAIT). In the event the successful bidder is a Canadian supplier, the Contract will be signed by the Canadian Commercial Corporation.

5. ELIGIBILITY OF BIDDERS

5.1 Eligibility is limited to bidders with an office in Sudan or other African country.

6. SUBMISSIONS OF QUOTES

6.1 Quotes must conform to all mandatory requirements associated with this RFQ.

6.2 Quotes are to be submitted in the following format:

- One (1) Adobe® PDF format document to be sent electronically to the email address listed under section 6.3 and to be received no later than 2:00 p.m. EST on March 15th 2010. Maximum size per transmission should not exceed 20MB to ensure proper receipt. Late quotes shall be considered non-responsive and deemed incapable of acceptance.

6.3 Quotes are to be submitted via email to the following address:

Canadian Commercial Corporation
Bid Receiving Unit - Emerging and Developing Markets
50 O'Connor Street, 11th Floor
Ottawa, Ontario. K1A 0S6
**CCC Project: 100682 North/South Sudan DDR Commission Support
(Motorbikes and Accessories)**
Email: patricia.daigneault@ccc.ca
Attn: Patricia Daigneault
Telephone: 613-992-3480 Facsimile: 613-995-2121

6.4 Bidders must submit their bid in the name of the legal entity that will enter into the final contract attached as Annex "B".

6.5 Pricing table Annex "D", hereto attached, must be completed and submitted as part of the quote. An authorized official of the bidder must sign both pages.

6.6 Quotes shall remain valid for a period of 90 days from time of bid closing.

6.7 Quotes shall not exceed 30 pages (30 page limitation does not include cover letter, title page, annexes included in the RFQ or Financial Statements to be submitted by the bidder

6.8 All quotes/proposals must be submitted in the English language.

7. **COST OF BIDDING**

7.1 The bidder will bear all costs of whatever nature, associated with the preparation and submission of its quote. DFAIT and CCC shall not be liable for any costs to any bidder or prospective bidder for any costs of whatever nature, associated with the preparation and submission of its quote.

8. **EVALUATION AND AWARD**

8.1 The evaluation of the quotes will be conducted and will be based on the following:

Mandatory requirements:

- Meets technical specifications as per Annex “A”;
- Bidder must have an office in Sudan or other African country;
- Submission of fully completed CAD **and** USD pricing tables, as per Annex “D”, which must be signed by an authorized bidder representative;
- Submission of financial documentation as per Article 15.1 of this RFQ; and
- Submission of Completed Bidder Submission letter & Certification as per Annex “E”, by an authorized bidder representative.
- Submission of documentation identifying the legal status of the bidding entity.
- Submission of Bidder Check List, Annex “F”

Rated requirements:

- Points will be allocated on the evaluation of pricing for each sub-total item on the pricing tables;
- The bidder’s successful experience in delivering similar equipment to Juba, Sudan; or similar and comparable African countries;
- The bidder’s financial viability.

8.2 The contract may be awarded to the compliant bid with the highest number of points.

9. **ACCEPTANCE OF AWARD**

9.1 This RFQ is not an offer or commitment and is not capable of being accepted to form a binding agreement. DFAIT reserves the right, in its sole discretion, to withdraw or modify the RFQ at any time, to reject any and all proposals for any reason, or no reason, and to enter into further discussions or interviews with any one or more bidder, without incurring any liability to any of the bidders.

10. NOTIFICATION OF AWARD

10.1 In the event of a contract award, CCC will notify the successful bidder in writing by email. A contract, substantially in the form of Annex “B”, must be accepted within 10 calendar days of the notice of award.

11. ENQUIRIES

11.1 Any enquiries pertaining to this RFQ must be addressed only to the individual named in Article 11.2 and must be received at least 5 calendar days before the closing date of the RFQ, otherwise a response will not be provided. Responses will be provided no later than the time and date stipulated in Article 17.2 (3).

11.2 All enquiries must be made via email and addressed to:

Canadian Commercial Corporation
Emerging and Developing Markets
50 O'Connor Street 11th Floor
Ottawa, Ontario K1A 0S6
Attention: Patricia Daigneault, Senior Project Manager
e-mail: patricia.daigneault@ccc.ca

12 APPLICABLE LAW

12.1 This RFQ and the resulting contract, if any, shall be governed and interpreted in accordance with the laws in force in the Province of Ontario, Canada, unless otherwise specified in the contract.

SECTION 2: REQUIREMENT

13. REQUIREMENTS

13.1 Item Description:

Motorbikes & Accessories are to be supplied in accordance with Statement of Work and Pricing Tables as per Annex "A".

Bidders must comply with all the mandatory requirements. Non-compliance with any of these mandatory requirements shall result in the rejection of your offer.

All other requirements in this document constitute the basic requirements that should be met. However, certain deviations may be accepted where permitted in the Statement of Work Annex "A". The decision will be final and without appeal. CCC reserves the right to reject the whole offer for reason of non-conformity of the technical specifications, in the event deviations are not acceptable.

13.2 Quantity:

The quantities required for each item are specified in the Statement of Work Annex "A"

14. PRICING GUIDELINES

14.1 Prices shall be quoted on the basis of DDP Consignee per Article 13 of Annex B.

14.2 All prices must be firm and fixed during the selected bidder's performance of the contract.

14.3 The bidder must bid in both Canadian (CAD) and United States (USD) Dollars.

14.4 The bidder must accept any resulting contract in either CAD or USD currency.

14.5 DFAIT and/or CCC reserve the right to re-evaluate the price component of bids immediately prior to contract award in the event of currency fluctuation.

14.6 The goods to be supplied to CCC by the bidder under this RFQ are intended for export from Canada and as such would constitute a "zero-rated supply" as this expression is defined in Part IX of the *Excise Tax Act*. The Goods and Services Tax should not therefore, as a rule, be added to the value of these goods. The bidder shall maintain evidence satisfactory to the Canada Customs and Revenue Agency that these goods and services have been exported by CCC. Any customs duties paid on imported materials, parts and components incorporated or to be incorporated in the supplies are to be included in and form part of the quoted prices.

15. FINANCIAL CAPABILITY

15.1 Bidders must submit the last 2 years of financial statements of the legal entity that will

enter into the final contract attached as Annex "B".

16. RESPONSIVENESS

16.1 Proposals that are qualified with conditional clauses or that include alterations, items not called for in the RFQ documents, or irregularities of any kind, may be considered non-responsive and may be rejected by CCC in its sole discretion.

17 RESERVATION OF RIGHTS BY CCC AND DFAIT

17.1 CCC or DFAIT may investigate the proposal of any bidder under consideration, may require confirmation of information furnished by the bidder, and may require additional evidence of qualifications described in the RFQ.

17.2 CCC or DFAIT reserves the right, in its sole discretion, to:

- 1) Reject any or all of the Proposals with no financial liability to any bidder;
- 2) Issue a new Request for Quotations, to temporarily or permanently abandon the procurement in whole or in part with no financial liability to any bidder;
- 3) Issue Addenda for the purpose of clarification, information, supplements or changes to this RFQ not later than 4:00 p.m. EST, March 11th, 2010;
- 4) Request additional information or documents and conduct discussions and correspondence from any or all bidders in clarification of quotes as required after bid closing.;
- 5) Waive minor deficiencies, informalities, and irregularities in the proposal and;
- 6) Negotiate with any of the bidders.

18 RESTRICTION ON SUBMITTALS

18.1 A bidder shall submit only one (1) Proposal. If a bidder submits multiple Proposals, such bidder may be immediately disqualified, and no consideration may be given to any of the Proposals submitted by that bidder.

19 NON-COLLUSION

19.1 Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the proposals of such bidders void.

20. PERMITS AND LICENCES

- 20.1 The Supplier will be responsible for obtaining all permits, licences, certificates, visas or other documents as required by any Government authority or the freight forwarding agent retained by the Supplier and for the payment of any and all fees related thereto.