

REQUEST FOR QUOTATION

**CANADIAN COMMERCIAL CORPORATION (CCC)
Project #101105-HAITI-SPRAY PAINT EQUIPMENT**

FOR:

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

**BID CLOSING:
13 September 2010, 6:00am EST**

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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 spray paint equipment which is to be delivered to the capital city of Port-au-Prince, Haiti.

2. DESCRIPTION OF GOODS

- 2.1 You are requested to quote on all products and services as specified in the Statement of Work and Pricing Table in Annex "A" hereto attached.
- 2.2 Insurance of the equipment and services is to be provided by the bidder. It is to be provided up to the final destination, as specified in the requirement indicated in Article 13 of Annex "B".
- 2.3 Quote prices for products as specified in Annex "A".

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

Attn: Stefan Dery
Senior Project Manager
Telephone: 613-995-7812
Facsimile: 613-995-2121
E-mail: sdery@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 This requirement is open to all suppliers and/or distributors of spray paint equipment.

6. MANDATORY SUBMISSION REQUIREMENTS

- 6.1 Quotes must meet all mandatory requirements associated with this RFQ. Non-compliance will result in the rejection of your quote.
- 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 06:00am EST on 13 September, 2010. Late quotes shall be considered non-responsive and deemed incapable of acceptance.
 - PDF documents shall be no greater than 20 MB (20,971,520 bytes) in size.

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: 101105-HAITI-PICKUPS
Email: bids@ccc.ca

Attention: Stefan Dery, Senior Project Manager
Telephone: 613-995-7812
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 Bidders must submit financial documentation for the legal entity that will enter into the final contract as per Article 15.1 and 15.2.

6.6 Tables 1 and 2 of Annex "A", hereto attached, must be completed and submitted as part of the quote. An authorized official of the bidder must sign both pages.

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

7. COST OF BIDDING

7.1 The bidder shall bear all costs of whatever nature, associated with the preparation and submission of its quote. CCC and or DFAIT shall bear no responsibility to any bidder or prospective bidder for any costs of whatever nature, associated with the preparation and submission of a quote.

7.2 No bidder or prospective bidder shall have any claim for compensation of any kind whatsoever, as a result of its direct or indirect involvement in this RFQ, and by submitting a quote, each bidder is deemed to have agreed that it has no claim.

8. EVALUATION AND AWARD

8.1 The evaluation of the quotes will be conducted in conjunction with Annex "C" and will be based on the following:

Mandatory requirements:

- Receipt of proposal by bids@ccc.ca no later than the time and date indicated in Article 6.2;
- Conforms to technical specifications as per Annex "A";
- Submission of fully completed CAD **and** USD pricing tables, as per Annex "A", which must be signed by an authorized bidder representative;
- Submission of financial documentation as per Article 15.1 and 15.2 of this RFQ;
- Completion of Annex "D" by an authorized bidder representative;

Rated requirements:

Points will be allocated based on the evaluation of the following criteria:

- Pricing;
- Understanding of the project any successful experiences in delivering similar equipment to comparable Caribbean countries; and
- Current soundness of the bidder's financial position prospective long term profitability; and ability to finance the project.

9. ACCEPTANCE OF AWARD

9.1 This RFQ is not an offer or commitment and does not form Contract A 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.

9.2 While DFAIT may enter into an agreement or contractual arrangement without prior negotiation, DFAIT reserves the right to negotiate with 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 before 16:00 EST on September 6, 2010, otherwise a response may not be provided.

11.2 All enquiries must be made via email and addressed to the Contracting Authority listed in Article 4.1 of this RFQ.

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:

Equipment is to be supplied in accordance with Statement of Work and Pricing Tables as per Annex "A".

13.2 Quantity:

The estimated quantities required for each item are specified in the Statement of Work and Pricing Tables in Annex "A". These estimated quantities are projected quantities and considered best estimates of current needs given budgetary constraints. However, DFAIT/CCC, in its sole discretion, reserve the right to increase or decrease actual quantities in the event of an award.

14. PRICING GUIDELINES

14.1 Prices shall be quoted on the basis of duty-exempt delivery to the Consignee as identified in 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 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 financial statements which should preferably be audited. These statements should cover the last two (2) years.

15.2 Bidders must submit statements described in Article 15.1 for 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;
- 4) To request additional information or documents and conduct discussions and correspondence from any or all bidders, including supplements or corrections to the RFQ;
- 5) Waive deficiencies, informalities, and irregularities in the proposal.

17.3 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.

18. RESTRICTION ON SUBMITTALS

18.1 A bidder shall submit only one (1) bid. If a bidder submits multiple bids, 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.