



Country case: Actions taken against suppliers for RBC infringements in Canada



Public Procurement Principle: **Accountability**



Procurement Stage: **Tendering, Post-award**



Audience: **Policy makers, Procuring entity, Private sector**

Description

For human and labour rights abuses in Canada, an ethical procurement certification is incorporated into the bid solicitation on its closing date. This becomes a binding part of the contract. The main contractor must ensure compliance with the provisions of the ethical procurement certification that was signed during the bidding process throughout the duration of the contract.

An “origin of work” clause is also incorporated into the bid solicitation on its closing date and forms a binding part of the contract. It is the main contractor’s responsibility to ensure continuous accuracy with the origin of work information provided with their bid. They must immediately inform the Canada Public Works and Government Services in writing of all changes affecting the information provided under the origin of work clause during the entire contract period.

The certification is subject to verification by Canada at any given time during the period of the contract. If the certification is found to be untrue, Canada may declare a bid non-responsive or may declare a contractor in default, whether it be knowingly or unknowingly during the bid evaluation period or during the contract period. The continuing obligation of maintaining this certification is a material obligation of the main contractor. Therefore, if at any time during the performance of the contract, the contractor no longer meets the obligations of the contract, the main contractor can be found to be in default of their contracting obligations. This could result in them being barred from contracting with the Government of Canada for a defined period.

Source: OECD (2020), [Integrating Responsible Business Conduct in Public Procurement](#), OECD Publishing, Paris