

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des soumissions -**  
**TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> R&O - HLVW Transmission		
<b>Solicitation No. - N° de l'invitation</b> W8486-137729/A		<b>Amendment No. - N° modif.</b> 010
<b>Client Reference No. - N° de référence du client</b> W8486-137729		<b>Date</b> 2013-10-28
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-610-63218		
<b>File No. - N° de dossier</b> hs610.W8486-137729	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-11-04</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input checked="" type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Reynolds, Kevin		<b>Buyer Id - Id de l'acheteur</b> hs610
<b>Telephone No. - N° de téléphone</b> (819) 956-3996 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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This amendment is raised to make a revision to the RFP.

**Delete the following:**

**3.1 General Conditions**

2010C (2013-06-27) General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

Add Section 31 Warranty:

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be twelve (12) months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:

a.the warranty period remaining, including the extension, or

b.ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties.

**Insert the following:****3.1 General Conditions**

2010C (2013-06-27) General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

**Add Section 31 Warranty:**

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for twelve (12) months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.

2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.

3. Despite paragraph 1 and 2, if recurring or similar defects or failure occur, at Canada's option the Contractor must replace, repair or otherwise make good, at its own expense any work that is defective or fails to conform to the requirement of the Contract, where applicable.

4. The Contractor must pay the transportation cost associated returning the Work or any part of the Work found to be defective or non-conforming to the Contractor's plant for the replacement, repair or making good. The Contractor must also pay the transport cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the point of delivery specified in the Contract or to another location as directed by Canada. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in doing so, Canada will not reimburse these Costs.

5. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 1 ,2 and 3, for the greater of:

(a) the warranty period remaining, including the extension, or

Solicitation No. - N° de l'invitation

W8486-137729/A

Amd. No. - N° de la modif.

010

Buyer ID - Id de l'acheteur

hs610

Client Ref. No. - N° de réf. du client

W8486-137729

File No. - N° du dossier

hs610W8486-137729

CCC No./N° CCC - FMS No/ N° VME

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(b) ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties.

6. All warranty repairs, replacement or making good must be completed and delivered to Canada within 90 days of the receipt of the Work.