



**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 0B2 / Noyau 0B2**  
**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**  
**Marine Machinery and Services / Machineries et**  
**services maritimes**  
**11 Laurier St. / 11, rue Laurier**  
**6C2, Place du Portage**  
**Gatineau**  
**Québec**  
**K1A 0S5**

<b>Title - Sujet</b> BLKHD SPLIT SEAL KT		
<b>Solicitation No. - N° de l'invitation</b> W8482-168204/A		<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W8482-168204		<b>Date</b> 2015-11-23
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ML-047-25493		
<b>File No. - N° de dossier</b> 047ml.W8482-168204	<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 2015-12-01</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Girard, Caroline		<b>Buyer Id - Id de l'acheteur</b> 047ml
<b>Telephone No. - N° de téléphone</b> (819) 956-5056 ( )		<b>FAX No. - N° de FAX</b> (819) 956-0897
<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>

Solicitation No. - N° de l'invitation  
W8482-168204/A  
Client Ref. No. - N° de réf. du client  
W8482-168204

Amd. No. - N° de la modif.  
001  
File No. - N° du dossier  
047ml. W8482-168204

Buyer ID - Id de l'acheteur  
047ml  
CCC No./N° CCC - FMS No./N° VME

This amendment 001 to the solicitation is raised to provide the question and answer set and amend the solicitation.

#### **Question and Answer Set:**

##### **Question 1:**

We would like to request to you kindly to add a Limitation of Liability to the solicitation, preferably to the contract value by use of clause N0001C. This will enable us to bid and provide the best price and value to CANADA.

##### **Answer 1:**

The solicitation is amended to include the clause N0001C.

#### **1. At Table of Contents, Part 6 Resulting Contract Clauses**

Insert: 6.15 - Limitation of Contractor's Liability for Damages to Canada

#### **2. At page 10 of 10, Part 6 Resulting Contract Clauses**

Insert: **6.15 - Limitation of Contractor's Liability for Damages to Canada**

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to **contract value**. This limitation of the Contractor's liability does not apply to:
  - a. any infringement of intellectual property rights; or
  - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.