



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

**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
Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Title - Sujet Fab & Del Steel Workboat	
Solicitation No. - N° de l'invitation EZ108-180868/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client EZ108-180868	Date 2017-08-28
GETS Reference No. - N° de référence de SEAG PW-\$XLV-166-7302	
File No. - N° de dossier XLV-7-40054 (166)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-10-02	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Castle, David G.	Buyer Id - Id de l'acheteur xlv166
Telephone No. - N° de téléphone (250) 217-6555 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Amendment 001 – Solicitation # EZ108-180868 Esquimalt Graving Dock – Steel Work Boat

The following solicitation clauses have been revised:

PART 1 – GENERAL INFORMATION

Section 1.2 Statement of Work

Remove:

All deliverables must be delivered on or before January 12, 2018.

Insert:

All deliverables must be delivered on or before February 21, 2018.

PART 6 – Resulting Contract Clauses

Remove:

6.4.1 Delivery Date

All the deliverables must be received on or before January 12, 2018.

Insert:

6.4.1 Delivery Date

All the deliverables must be received on or before February 21, 2018.

Remove:

6.7.1 Warranty Holdback

Insert:

6.7.1 Warranty Holdback

A warranty holdback of 3% will be applied to the final claim for payment. This holdback is payable by Canada upon the expiry of a 6 month period following acceptance of the vessel at destination. Applicable Taxes, as appropriate, are to be calculated and paid on the total amount of the claim before the 3 percent holdback is applied. At the time that the holdback is released, there will be no Applicable Taxes payable, as it was included in the previous payments.

6.10 Item 1. (f) Remove reference to “trailer”

6.12 Remove Clause D0018C 2007-11-30 Delivery and Unloading (EGD will arrange this).

ADD:

6-23 Contract Financial Security

1. If the bid is accepted, the Bidder must provide one of the following contract financial securities within 5 calendar days after the date of contract award. The Bidder is to indicate below, the type of Contract Financial Security they intend to provide and for which they have inserted a cost in Annex H:

EITHER

- a. a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 50% percent of the contract price. Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.

OR

- b. a security deposit (as defined in Paragraph 4 below) to the value of 10 percent of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.
4. In this clause:

"security deposit" means

- a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- b. a government guaranteed bond; or
- c. an irrevocable standby letter of credit, or
- d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

"approved financial institution" means

- a. any corporation or institution that is a member of the Canadian Payments Association;
- b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
- c. a credit union as defined in paragraph 137(6) of the Income Tax Act;
- d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory;
- e. the Canada Post Corporation.

"government guaranteed bond" means

- a. a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
 - i. payable to bearer;
 - ii. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;

iii. registered in the name of the Receiver General for Canada.

"irrevocable standby letter of credit" means

- a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - i. will make a payment to or to the order of Canada, as the beneficiary;
 - ii. will accept and pay bills of exchange drawn by Canada;
 - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.

"conditions" of the letter of credit are

- a. must state the face amount which may be drawn against it;
- b. must state its expiry date;
- c. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- d. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- e. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;
- f. must clearly specify that it is irrevocable or considered to be irrevocable pursuant to article 6c) of the ICC Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
- g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

ANNEX B – BIDDERS' QUESTION & CANADA'S ANSWERS

Question Number	Section	Specification	Bidder Questions	Canada responses
1		Solicitation	Can the Delivery date be extended?	Yes, the final delivery date has been extended to 21 February 2018.
2	4.1	Structure	Can you supply us with the cut files for the vessel in advance of the closing?	No, the cut files will be provided to the successful bidder after Contract award. A material take off of the steel including sizes, dimensions, quantities etc. will be provided to all bidders shortly.

ANNEX D - DETAILED FINANCIAL BID PRESENTATION SHEET

Remove:

D-4 Boat Delivery Proposal

All deliverables are mandatory to be received on or before January 12, 2018.

Insert:

D-4 Boat Delivery Proposal

All deliverables are mandatory to be received on or before February 21, 2018.

Annex G – BID PACKAGE CHECKLIST

G1.2

ADD:

No	Part	Article	Description	Condition	Document provided
Section I- Technical Bid					
3	5	5.1.1	Integrity Provisions – Declaration of Convicted Offences.	48hrs of written request.	<input type="checkbox"/>