



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
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**DND CONTRACTING
AUTHORITY/AUTORITÉ
CONTRACTANTE DU MND**

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**SOLICITATION AMENDMENT
MODIFICATION AU SOLICITATION**

The referenced documents is hereby amended: unless otherwise indicated, all other terms and conditions of the contract remain the same
Ce contrat est par le présente modifié; sauf indication contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this amendment.
Le fournisseur/entrepreneur accepte la présente modification/en accusé réception.

Signature _____ Date _____
Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (taper ou imprimer)

Title/Titre: Multiple Victoria Class Spares / Plusieurs pièces de rechange de class Victoria	
Solicitation No. - N° du contrat W8482-194185/A	Amendment No. - N° de la modification AMD 1
Client Reference No. - N° de référence du client W8482-194185 (6000435477)	Date
Financial Code(s) - Code(s) financier(s) Fund C113, Fund Ctr 2183CJ, Cost Ctr 2183CJ	
Destination See herein	
Invoices - Original must be completed and sent to: Factures – La facture originale doit être remplie et envoyée à : See herein	
Address enquiries to: - Adresser toute demande de renseignements à : Najia Dahmane Procurement Officer, D Mar P 5-4-2-2 Email: najia.dahmane@forces.gc.ca Tel: 819-939-3070	
Telephone No. – N° de téléphone 819-939-3070	FAX No – N° de fax 819-939-3023
Increase (Decrease) – Augmentation (Diminution)	
Revised estimated cost (including all applicable duty, GST/HST, shipping and excise taxes) Coût révisé estimatif (droits, TPS/TVH, frais de livraison et taxes d'accise compris)	
For the Minister - Pour le Ministre Najia Dahmane, D MAR P 5-4-2-2	

Solicitation No. - N° de l'invitation
W8482-194185/A
Client Ref. No. - N° de réf. du client
W8482-194185

Amd. No. - N° de la modif.
001
File No. - N° du dossier
W8482-194185- 29L

Buyer ID - Id de l'acheteur
29L
CCC No./N° CCC - FMS No./N° VME

This Contract Amendment 01 is raised to:

- 1) Change the closing date to July 27, 2018.
- 2) To change the clause in section 4.2 from aggregate basis to item by item basis

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1.1.1 There is no security requirement applicable to this Contract.

1.2 Requirement

The requirement is detailed in Annex "B", Line Item Details.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement (CPFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2017-04-27) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 01, Integrity Provisions, is deleted in its entirety and replaced by:

By submitting a bid, the Bidder certifies that it complies with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms. The Bidder also certifies that it complies with the terms of section 18 of the *Government Contracts Regulations*, (SOR/87-402).

- b) Section 02, Procurement Business Number is deleted in its entirety.

- c) Section 05, Submission of Bids – Subsection 2(d) is deleted and replaced by:

It is the Bidder's responsibility to:

-
- (a) send its bid only to the Public Works and Government Services Canada organization receiving the bids as specified on page 1 of the bid solicitation.
- d) Section 05, Submission of Bids – Subsection 3 is deleted.
- e) Section 20, Further Information is deleted in its entirety.

2.1.1 SACC Manual Clauses

A9130T (2014-11-27) Controlled Goods Program – Bid
For line items 0003 and 0004

B1000T (2014-06-26) Condition of Materiel - Bid

B3000T (2006-06-16) Equivalent Products

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Estimated delivery dates must appear in the technical bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "A" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "A" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Acceptable part number and NCAGE:

NSN: **99-0129667**
P/N **3PSN06T14-19PN**, NCAGE **K2323**
P/N **3PSN06T14-19P**, NCAGE **K2323**
P/N **237-759**, NCAGE **K5728**
Item Description: **Connector, Plug, Electrical**

NSN: **99-7729188**
P/N **A1/254041/060**, NCAGE **K3902**
Item Description: **Antenna**

NSN: **99-7583087**
P/N **354/2700**, NCAGE **K1806**
P/N **JSB7397-508**, NCAGE **K8332**
P/N **T22S030020**, NCAGE **KC6K3**
Item Description: **Switch Safety (Dept)**

NSN: **20-0072990**
P/N **BC/SYSE/C/0001-1**, NCAGE **35898**
Item Description: **Mount, Resilient, Utility**

NSN: **99-7389453**
P/N **163182-A2**, NCAGE **K0426**
Item Description: **Cable Assembly Special Purpose**

Bidders must indicate the Part Number and the NSCM/NCAGE they are offering.

4.1.1.2 Mandatory Technical Evaluation Criteria – Equivalent and Substitute Products

Substitute Products – Replaced Part Numbers from the OEM

Products that are replaced part numbers (superseded or obsolete) from the Original Equipment Manufacturer (OEM) must be equivalent in form, fit, function, quality and performance to the original item(s) specified in the bid solicitation and will be considered where the bidder provides:

- a) Proof by submitting a copy of a Certificate of Conformity from the OEM providing justification/explanation that the part numbers are a replacement of the OEM parts specified herein and are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or

- b) All required technical information to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of the bidder(s), that the substitute product is equivalent to the item specified in the bid solicitation. If the Bidder fails to provide the request information with five (5) business days, Canada may declare the bid non-responsive.

Bidders proposing an Equivalent or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE they are offering.

B3000T (2006-06-16) Equivalent Products

4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection

SACC Manual Clause A0272T (2010-08-16), Basis of Selection – Multiple Items

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the *lowest evaluated price on an item by item basis* will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

6.2.1 The requirement is detailed in Annex "B", Line Item Details.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

The 2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before date specified in Annex B.

DND reserves the right to negotiate delivery date changes to before or after March 31, 2019.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "B" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:

Title: _____

Public Works and Government Services Canada

Acquisitions Branch

Directorate: _____

Address: _____

Telephone: ____ _

Facsimile: ____ _

E-mail address: _____

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. 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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ____ - ____ - ____
 Facsimile: ____ - ____ - ____
 E-mail: _____.

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ____ - ____ - ____
 Facsimile: ____ - ____ - ____
 E-mail: _____.

6.6 Payment

6.6.1 Basis of Payment

H1001C (2008-05-12) Terms of Payment - Multiple Payments

6.6.2 Limitation of Price

C6000C (2011-05-16) Limitation of Price

6.6.3 SACC Manual Clauses

C2605C (2008-05-12) Canadian Customs Duty and Sales Tax - Foreign-based Contractor

C2608C (2015-02-25) Canadian Customs Documentation

C2610C (2007-11-30) Customs Duties - Department of National Defence - Importer

D9002C (2007-11-30) Incomplete Assemblies

D2000C (2007-11-30) Marking

D2001C (2007-11-30) Labelling

D0050C (2007-05-25) End User Certificate

A9131C (2014-11-27) Controlled Goods Program – Contract
For items 0003 and 0004

B4060C (2011-05-16) Controlled Goods
For items 0003 and 0004

6.7 Packaging

D3018C (2014-09-25) Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare item numbers 0001, 0002, 0003, 0004, 0005, 0006, 0009, and 0010 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package the items in quantities of 1 by package.

AND

D3016C (2014-09-25) Preparation for Delivery - Canadian Forces Packaging Specifications.

The Contractor must prepare items: 0007, and 0008 for delivery in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-026/SF-001.

D2025C (2013-11-06) Wood Packaging Materials

D6010C (2007-11-30) Palletization

6.8 Shelf Life

D2015C (2010-01-11) Additional Package Markings - Identical

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:

- (a) Manufacturer's name
- (b) drawing number/part number
- (c) Batch or lot number;
- (d) Cure date of rubber components;
- (e) Date of manufacture;
- (f) Expiration date of shelf life

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

D2016C (2010-01-11) Additional Package Markings

B1204C (2011-05-16) Shelf Life

The Contractor must ensure that item 0007 and 0008 will contain 75 percent of the authorized shelf life as listed in *ISO 2230* at date of delivery to the Department of National Defence.

DND approved shelf life for line item 0007 and 0008 is currently listed as 120 months.

6.9 Quality Assurance

A1009C (2008-05-12) Work Site Access

Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

D5545C (2010-08-16) ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C) for items 0001, 0002, 0005, 0006, 0007, 0008, 0009, and 0010

AND

D5540C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q) for items: 0003 and 0004.

D5510C (2017-08-17) Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor

D5515C (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

D5604C (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor
OR

D5605C (2010-01-11) Release Documents (Department of National Defence) - United States-based Contractor
OR

D5606C (2017-11-28) Release Documents (Department of National Defence) - Canadian-based Contractor

Manufacturer Certificate of Conformity: The contractor is advised that in order to have his deliveries accepted and properly receipted the manufacturer Certificate of Conformity must accompany the shipment and be signed by a duly authorized person as designated by the equipment manufacturer. In addition to the signature his or her name must be written in block letters next to or below the signature.

D5620C (2012-07-16) Release Documents – Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive

Ottawa, ON K1A OK2
Attention: D Mar P 5-4-2-2

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2

E-mail: ContractAdmin.DQA@forces.gc.ca.

COPY TO: D Mar P 5-4-

6.10 Shipping

D0037C (2016-01-28) Shipping Instructions (DND) Canadian-Based Contractor

1. Delivery will be FCA Free Carrier at _____ Incoterms 2010. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
 - a) the Contract number;
 - b) consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c) description of each item;
 - d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e) actual weight and dimensions of each piece type, including gross weight;
 - f) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

OR

D0035C (2010-01-11) Shipping Instructions (DND) Foreign-Based Contractor

1. Delivery will be FCA Free Carrier at _____ Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

OR

Inbound Logistics United Kingdom (ILUK):
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or
Facsimile: 011-44-1895-613047
E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

Inbound Logistics Europe Area (ILEA):
Telephone: +49-(0)-2451-717199 or 717200
Facsimile: +49-(0)-2451-717189
Email: ILEA@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:

- a) the Contract number;
- b) consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
- c) description of each item;
- d) the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
- e) actual weight and dimensions of each piece type, including gross weight;
- f) copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form C11, Canada Customs Invoice;
- g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
- h) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
- i) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.

4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, the marking of each piece with a Transportation Control Number and customs documentation.

5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.

6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

6.11 Invoicing Instructions

H5001C (2008-12-12) Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be submitted on the supplier's own invoice form and must be prepared to show:

- a) The date
 - b) Name and address of the consignee(s)
 - c) Item number, quantity, part number, reference number and description
 - d) Contract numbers.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the consignee for certification and payment.

Department of National Defence

Maritime Forces Atlantic
Accts Payable Bldg. S-90, Room 334
2686 Sextant Lane, Stadacona
PO Box 99000 Stn Forces
Halifax, NS B3K 5X5
Canada

AND

Department of National Defence
Base Logistics Officer
CFB Esquimalt
STN Forces, P.O. Box 17000
Victoria, BC V9A 7N2
Canada

b. One (1) copy must be forwarded to:

Department of National Defence
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: D Mar P 5-2-2-2

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

c. one (1) copy must be forwarded to the consignee.

6.11.1 Exchange Rate Fluctuation Adjustment

C3015C (2014-11-27) - Exchange Rate Fluctuation Adjustment

6.12 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.13 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The DND Contract;
- (b) 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) The Contractor's bid dated _____", as clarified on _____. (do not keep)

6.14 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

ANNEXE « A » to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International) ;
- Electronic Data Interchange (EDI) ;
- Wire Transfer (International Only) ;

Solicitation No. - N° de l'invitation

W8482-194185/A

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

W8482-194185/A

Amd. No. - N° de la modif.

File No. - N° du dossier
W8482 -194185 – 29L

Buyer ID - Id de l'acheteur

29L

CCC No./N° CCC - FMS No./N° VME

ANNEXE « B » LINE ITEM DETAILS

