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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

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Consultant Services Division/Division des services
d'experts-conseils
11 Laurier St./11 Rue Laurier
6B1, Place du Portage
Phase III
Gatineau, Québec K1A 0S5

Title - Sujet Engineering Services: Concrete Dams	
Solicitation No. - N° de l'invitation EP168-182248/A	Date 2018-08-20
Client Reference No. - N° de référence du client 20182248	Amendment No. - N° modif. 008
File No. - N° de dossier fe174.EP168-182248	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$FE-174-75076	
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale	
2018-07-05	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-08-24	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Address Enquiries to: - Adresser toutes questions à: Bismonte, Tatiana	Buyer Id - Id de l'acheteur fe174
Telephone No. - N° de téléphone (873) 469-4909 ()	FAX No. - N° de FAX (819) 956-3160
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of Public Works and Government Services Canada National Capital Area	
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

The following changes in the Request for Standing Offer document are effective immediately. This amendment will form part of the contract documents.

A) General Conditions

DELETE

GC 7 Suspension - in its entirety

REPLACE WITH

GC 7 Suspension

1. Canada may, in Canada's sole and absolute discretion, suspend the Services being provided, or any part thereof, for a specified or unspecified period, by giving notice of suspension in writing to the Consultant. The Consultant shall not be entitled to be paid any amount whatsoever for a suspension, other than such amount, if any, payable to the Consultant in accordance with Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.
2. If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the Consultant shall, upon the expiration of that period, resume the performance of the Services in accordance with the terms of the Standing Offer and the relevant Call-up.
3. If a period of suspension exceeds sixty (60) days, or when taken together with other periods of suspension the total exceeds ninety (90) days, Canada and the Consultant may agree that the performance of the Services shall be continued by the Consultant, and the Consultant shall resume performance of the Services, subject only to such terms and conditions agreed upon by Canada and the Consultant in writing.

If Canada and the Consultant do not agree that performance of the Services shall be continued by the Consultant, or upon the terms and conditions under which the Consultant shall continue the Services, the notice of suspension shall be deemed to be a notice of termination in accordance with the terms of GC 8. For clarity, Termination Costs in TP 9 of clause 9998DA, Terms of Payment shall be without duplication of Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.

B) General Conditions

DELETE

GC 8 Termination - in its entirety

REPLACE WITH

GC 8 Termination

Canada may, in Canada's sole and absolute discretion, terminate any Call-up at any time by giving notice of termination in writing to the Consultant. The Consultant shall not be paid any amount whatsoever for a termination, other than such amount, if any, payable to the Consultant in accordance with the Termination Costs provisions in TP 9 of clause 9998DA, Terms of Payment.

C) Terms of Payment

DELETE

TP 8 – Suspension Costs – in its entirety

REPLACE WITH

TP 8 Suspension Costs

1. In the event of a suspension of any Services pursuant to GC 7 of clause 0220DA, General Conditions, Canada shall pay:
 - (a) for clarity, an amount based on these Terms of Payment, for Services satisfactorily performed before the date of suspension; and
 - (b) those out-of-pocket costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred during the suspension period, as more particularly provided for in TP 8.2, .3, and .4.
 2. The Consultant shall minimize all TP8 1(b) out-of-pocket costs and expenses.
 3. Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.
 4. Save and except for the specified payment provided for in TP8 (1b), if any, the Consultant shall not be paid and has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, the suspension of Services pursuant to GC 7 of clause 0220DA, General Conditions.
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D) Terms of Payment

DELETE

TP 9 – Termination Costs - in its entirety

REPLACE WITH

TP 9 Termination Costs

1. In the event of termination of any Call-up pursuant to GC 8 of clause 0220DA, General Conditions, Canada shall pay, and the Consultant shall accept in full settlement:
 - (a) an amount based on these Terms of Payment, for Services satisfactorily performed before the date of termination; and
 - (b) the reasonable out-of-pocket costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred to terminate the Call-Up, as more particularly provided for in TP9 (2), (3), (4) and (5).

2. The Consultant shall minimize all TP 9(1)(b) out-of-pocket costs and expenses.
 3. Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, reasonably incurred after the date of termination, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.
 4. Payment shall be made to the Consultant only for those out-of-pocket costs and expenses that in the opinion of Canada are substantiated as having been reasonably incurred after the date of termination of the Call-Up.
 5. Save and except for the specified payment provided for in TP 9(1), if any, the Consultant shall not be paid any amount and has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, the termination of any Call-up pursuant to GC 8 of clause 0220DA, General Conditions.
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