



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 PV Inkster - Drydocking & Refit	
Solicitation No. - N° de l'invitation M2989-202962/A	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client M2989-202962	Date 2020-01-10
GETS Reference No. - N° de référence de SEAG PW-\$XLV-242-7885	
File No. - N° de dossier XLV-9-42129 (242)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-01-20	Time Zone Fuseau horaire Pacific Standard Time PST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Szczesniak, Michal	Buyer Id - Id de l'acheteur xlv242
Telephone No. - N° de téléphone (250) 507-0647 ()	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

SOLICITATION AMENDMENT 003

This Amendment is raised to revise the solicitation closing date.
The Solicitation closes 2020-01-20 at 2:00 pm Pacific Standard Time (PST).

This Amendment is also raised to:

- (a) Respond to questions raised by industry; and
- (b) Make the following revisions to the Solicitation:

Revision 7:

In Part 6 (Security, Financial, and Other Requirements),

Replace:

Article 6-3 (Contract Financial Security) in its entirety with the following text:

"6-3 Contract Financial Security

1. The Contractor must provide one of the following contract financial securities within 5 calendar days after the date of contract award:
 - a. a performance bond form PWGSC-TPSGC 505 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/505-eng.html>) and a labour and material payment bond form PWGSC-TPSGC 506 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/506-eng.html>), each in the amount of 50 percent of the Contract Price; or
 - b. a security deposit as defined in clause E0008C in the amount of 10 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 (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>).

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. Security deposit definition: Contract (E0008C)
 1. "security deposit" means
 - a. a bill of exchange that is payable to the Receiver General for Canada and certified by a 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;

2. "approved financial institution" means
 - a. any corporation or institution that is a member of the Canadian Payments Association (Payments Canada);
 - 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 (<http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>);
 - d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - e. the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
 - a. payable to bearer;
 - b. 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 (<http://laws.justice.gc.ca/eng/regulations/C.R.C., c. 698/page-1.html>);
 - c. registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
 - 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.
 - b. must state the face amount which may be drawn against it;
 - c. must state its expiry date;
 - d. 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 or her office;
 - e. 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;
 - f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; 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 (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer."

Revision 8:

In Part 7 (Resulting Contract Clauses),

Replace:

Article 7-15.1 (Contract Financial Security) in its entirety with the following text:

"7-15.1 Contract Financial Security

1. The Contractor must provide one of the following contract financial securities within 5 calendar days after the date of contract award:
 - a. a performance bond form PWGSC-TPSGC 505 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/505-eng.html>) and a labour and material payment bond form PWGSC-TPSGC 506 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/506-eng.html>), each in the amount of 50 percent of the Contract Price; or
 - b. a security deposit as defined in clause E0008C in the amount of 10 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 (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>).

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. Security deposit definition: Contract (E0008C)
 1. "security deposit" means
 - a. a bill of exchange that is payable to the Receiver General for Canada and certified by a 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;
 2. "approved financial institution" means
 - a. any corporation or institution that is a member of the Canadian Payments Association (Payments Canada);
 - 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 (<http://laws-lois.justice.gc.ca/eng/acts/l-3.3/index.html>);
 - d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - e. the Canada Post Corporation.

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3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
- a. payable to bearer;
 - b. 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 (<http://laws.justice.gc.ca/eng/regulations/C.R.C., c. 698/page-1.html>);
 - c. registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
- 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.
 - b. must state the face amount which may be drawn against it;
 - c. must state its expiry date;
 - d. 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 or her office;
 - e. 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;
 - f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; 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 (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer."

Revision 9:

In Annex A (Statement of Work),

Replace:

Article A-5 (Technical References and Supporting Documents) in its entirety with the following text:

“A-5 Technical References and Supporting Documents

- (a) The technical references and supporting documents are included in the electronic files entitled:
 - 1. "M2989-202962A_Inkster_TRSD_v01.zip";
 - 2. "M2989-202962A_Inkster_TRSD_v02.zip";
 - 3. "M2989-202962A_Inkster_TRSD_v03.zip";
 - 4. "M2989-202962A_Inkster_TRSD_v04.zip"; and
 - 5. "M2989-202962A_Inkster_TRSD_v05.zip"
- (b) Additional supplementary information is contained within the electronic file entitled:
"M2989-202962A_Inkster_Technical_Supplement_v02.zip".
- (c) Bidders must contact the Contracting Authority to obtain the files.”.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.