

**National Defence**

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Email: John.Caldwell @forces.gc.ca
Courriel : John.Caldwell @forces.gc.ca

Proposal To: National Defence Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Title/Titre Fuze - Hand Grenade	Solicitation No – N° de l’invitation W8486-195426/A
Date of Solicitation – Date de l’invitation 25 February 2021	
Address Enquiries to – Adresser toutes questions à John Caldwell (by Email to john.caldwell@forces.gc.ca)	
Telephone No. – N° de téléphone By Email	FAX No – N° de fax By Email
Destination See Annex A to Part 6 – Line Item Details Voir les détails en annexe A de la partie 6 – Détails des articles	
Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.	
Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés "rendu droits acquittés", tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.	

<p>Solicitation Closes L'invitation prend fin</p> <p>At – à : 14h00 On – Le : 11 March 2021</p> <p>Time Zone: Eastern Time Fuseau horaire : Heure de l'Est</p>

Delivery required – Livraison exigée See Herein: Voir aux Présentés :	Delivery offered – Livraison proposée
Vendor Name and Address – Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom	
Title/Titre	
Signature	Date

Request for Proposal – Department of National Defence (DND) Requirement – Fuze, Hand Grenade

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PART 1 – GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this procurement.

1.2 Requirement

The requirement is detailed in Annex “A”, Line Item Details.

The requirement, which is for the supply of grenade fuzes, is for training purposes only. The equipment will be used to train Canadian Armed Forces personnel. This procurement is a regular replenishment of DND's training equipment inventory.

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 Canadian Free Trade Agreement (CFTA).

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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02 - Procurement Business Number, is deleted in its entirety.
- b) Section 05 – Submission of Bids, Subsection 2.d is deleted in its entirety and replaced with the following:
 - “d. Send its bid only to the DND Email address specified on Page 1 of the bid solicitation.”
- c) Section 05 – Submission of Bids, Subsection 4 is amended as follows:
Delete: sixty (60) days Insert: one hundred and twenty (120) days
- d) Section 06 – Late Bids, is deleted in its entirety.
- e) Section 07 – Delayed Bids, is deleted in its entirety and replaced with the following:
“It is the Bidder’s responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.”
- f) Section 08 – Transmission by Facsimile or by epost Connect, is deleted in its entirety.
- g) Section 20 – Further Information, Subsection 2 is deleted in its entirety, and replaced with the following:
“Enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the Bid Solicitation.”

2.1.1 SACC Manual Clauses

B1000T (2014-06-26), Condition of Material – Bid
A9130T (2019-11-28), Controlled Goods Program – Bid
A9033T (2012-07-16), Financial Capability

2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) **Electronic Submissions:** Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of

documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile or transmitted using the epost Connect service provided by Canada Post Corporation will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 – One soft copy in PDF format;
- Section II: Financial Bid – One soft copy in PDF format; and,
- Section III: Certifications – One soft copy in PDF format.

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

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid.

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation in the preparation of their bid.

Section I: Technical Bid

- 1) In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- 2) Bidders must submit as part of their Bid, their signed certification of compliance to the applicable specifications, as detailed in Attachment 2 to Part 3.
- 3) Bidders must submit as part of their Bid, the manufacturer's technical data sheet for the goods which are being proposed, demonstrating compliance to the specifications detailed in Attachment 2 to Part 3.
- 4) The technical bid (may be the manufacturer's technical data sheet) must include technical information which demonstrates that the proposed goods are fully compliant to the specifications detailed in Attachment 2 to Part 3 for each of the following:
 - the fuze delay time;
 - the fuze compatibility with the M69 Practice Grenade Body;
 - the fuze confidence clip;
 - the fuze dimensions;
 - the fuze energetic materials; and,
 - the fuze quality assurance test procedures.

The technical information provided should detail the level of specification achieved by the proposed goods as well as the approach and methodology for doing so. Simply repeating the statements in the specifications referenced in Attachment 2 to Part 3 is insufficient.

- 5) Subject to Part 5, Clause 5.2 – Certifications Precedent to Contract Award and Additional Information, Bidders must submit as part of their Bid, documentary evidence demonstrating that the proposed goods are covered by a valid authorization and classification certificate issued by a national explosives regulatory authority.

Section II: Financial Bid

- 1) Bidders must submit their financial bid as follows:
 - Bidders must submit a firm lot price, Delivered Duty Paid (DDP) at Canadian Forces Ammunition Depot (CFAD) Dundurn, Saskatchewan, Incoterms 2010, Applicable Taxes extra. The total amount of Applicable Taxes must be shown separately;
 - Bids must be submitted in Canadian dollars;
 - Excise taxes, if applicable, included; and,
 - Canadian customs duty, if applicable, included.

- 2) Bidders should present their firm lot price by completing Attachment 1 to Part 3 – Pricing Schedule.

3.1.1 Electronic Payment of Invoices – Bid

If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 3 to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 3 to Part 3 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

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

**Attachment 1 to Part 3
Pricing Schedule**

Item	Description	Required Delivery Date	Quantity (Unit of Issue: Each)	Total Firm Lot Price	Delivery Proposed (No Later Than)
1	Fuze - Grenade Hand Practise Type (M228) with confidence clip MIL Spec: MIL-DTL-14943 Revision E, Amendment 2	No Later Than 31 August 2021	201,600 Units	\$CAD _____	_____
<p>Total Evaluated Price = Total Firm Lot Price covering delivery to destination for the full quantity of the above specified item.</p> <p>Total Applicable Taxes = Total Evaluated Price x the Applicable Tax rate</p> <p>Total Bid Price = Total Evaluated Price + Total Applicable Taxes</p>					

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid

Attachment 2 to Part 3
Bidder Certification to Applicable Specifications

Bidders must submit a compliance certification in this format, as part of their proposal.

The Bidder hereby certifies that the goods being proposed are in full compliance with MIL Spec: MIL-DTL-14943 Revision E, Amendment 2, including but not limited to the Scope, Applicable Documents, Requirements, Quality Assurance, Packaging, and Notes sections detailed or referenced therein.

Authorized Representative of the Bidder

Date

**ATTACHMENT 3 to PART 3 OF THE BID SOLICITATION
ELECTRONIC PAYMENT INSTRUMENTS**

As indicated in Part 3, clause 3.1.1, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Mandatory Technical Criteria

The Bidder must comply with the following mandatory technical criteria:

- submit at the date and time of bid closing, its signed certification of compliance to the applicable specifications, as detailed in Attachment 2 to Part 3 - Bidder Certification to Applicable Specifications;
- submit at the date and time of bid closing, the manufacturer's technical data sheet for the goods which are being proposed,
- submit at the date and time of bid closing, technical information (may be the manufacturer's product specification sheet), which demonstrates that the proposed goods are fully compliant to the specifications detailed in Attachment 2 to Part 3 for each of the following:
 - the fuze delay time;
 - the fuze compatibility with the M69 Practice Grenade Body;
 - the fuze confidence clip;
 - the fuze dimensions;
 - the fuze energetic materials; and,
 - the fuze quality assurance test procedures.

and,

- submit, as part of its bid, documentary evidence demonstrating that the proposed goods are covered by a valid authorization and classification certificate issued by a national explosives regulatory authority;

Bids not meeting all of the mandatory requirements will be given no further consideration.

4.1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

- in Canadian dollars;
- Applicable Taxes extra;
- Inco Terms 2010 Delivered Duty Paid (DDP) to the destination specified in Annex A to Part 6 – Line Item Details;
- Excise taxes, if applicable, are included; and,
- Canadian customs duties, if applicable, are included.

4.2 Basis of Selection

SACC Manual Clause A0031T (2010-08-16) – Basis of Selection – Mandatory Technical Criteria

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 Integrity 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 Additional Certifications required with the Bid

5.1.2.1 Bidder Certification to Applicable Specifications

Bidders must submit with their bid, the certification detailed in Attachment 2 to Part 3 – Bidder Certification to Applicable Specifications. Under this certification, the Bidder certifies that its proposed goods are in full compliance with MIL Spec MIL-DTL-14943 Revision E, Amendment 2, including but not limited to the Scope, Applicable Documents, Requirements, Quality Assurance, Packaging, and Notes sections detailed or referenced therein.

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 specified 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 property 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 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Information - Precedent to Contract Award

5.2.3.1 Authorization and Classification of Proposed Goods

For the goods proposed, Bidders must submit documentary evidence demonstrating that the proposed goods are covered by a valid authorization and classification certificate issued by a national explosives regulatory authority.

ANNEX "1" to PART 5 - BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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

There is no security requirement applicable to the Contract.

6.2 Requirement - Contract

The Contractor must provide the items detailed under Annex "A" - "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

2010A (2020-05-28), 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 31 August 2021.

6.4.2 Shipping Instructions

Goods must be consigned to the destination specified in the Contract and delivered:

Inco Terms 2010 "Delivered Duty Paid (DDP)" at Canadian Forces Ammunition Depot (CFAD)
Dundurn, Saskatchewan.

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depot by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the applicable location(s) specified in Annex "A" – Line Item Details. The consignee may refuse shipments when prior arrangements have not been made.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: DLP 3-1-C
Department of National Defence
DGLEPM/DLP
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Telephone: 819-_____
E-mail address: _____@forces.gc.ca

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 address: _____

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 Quality Assurance Authority

All work is subject to Government Quality Assurance. The Quality Assurance Authority responsible for the management of Government Quality Assurance on all Work received under this Contract is:

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

6.5.4 Contractor's Representative

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

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the Total Firm Lot Price, as specified in Annex "A" – Line Item Details, as follows:

- Currency – Canadian Dollars;
- Canadian customs duties, if applicable, are included;
- Canadian excise taxes, if applicable, are included;
- INCO Terms 2010 DDP to the destination; and,
- Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Single Payment

SACC Manual Clause H1000C (2008-05-12), Single Payment

6.6.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.6.4 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. Each invoice must be supported by:

a) a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Name: _____

Title: _____

Department of National Defence

DGLEPM/DLP _____

101 Colonel By Drive

Ottawa, Ontario

K1A 0K2

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

6.7 Certifications and Additional Information

6.7.1 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.

6.8 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.9 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 Articles of Agreement;
- (b) the General conditions 2010A (2020-05-28), Goods (medium complexity);
- (c) Annex A – Line Item Details;
- (d) Annex B – Ammunition Packaging Marking Instructions;
- (e) Annex C – Ammunition Manufacturers Data Card Instructions;
- (f) Annex D – Ammunition Manufacturer's Lotting Instructions; and,
- (g) the Contractor's bid dated _____, entitled _____, and as clarified on _____.

6.10 Defence Contract

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

6.11 Excess Goods

SACC Manual clause B7500C (2006-06-16) Excess Goods

6.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

6.13 Controlled Goods

SACC Manual clause A9131C (2020-11-19), Controlled Goods Program

SACC Manual clause B4060C (2011-05-16), Controlled Goods

6.14 Packaging Requirements

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

- D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States; and,
- D-13-01 – Canadian Heat Treated Wood Products Certification Program (HT Program).

Ammunition Packaging markings must be in accordance with Annex "B" – Ammunition Packaging Marking Instructions.

6.15 Quality Assurance

- 1) SACC Manual clause D5540C (2019-05-30), ISO 9001:2015 – Quality Management Systems Requirement (Quality Assurance Code Q)
- 2) SACC Manual clause D5515C (2010-01-11), Quality Assurance Authority (Department of National Defence) Foreign-based and United States Contractors
or
SACC Manual clause D5510C (2017-08-17), Quality Assurance Authority (Department of National Defence) Canadian-based Contractor
- 3) SACC Manual clause D5604C (2008-12-12), Release Documents (Department of National Defence) – Foreign-based Contractor
or
SACC Manual clause D5605C (2010-01-11), Release Documents (Department of National Defence) – United States-based Contractor
or
SACC Manual clause D5606C (2018-11-28), Release Documents (Department of National Defence) – Canadian-based Contractor

6.16 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";
- a) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- b) One (1) copy to the Contracting Authority;
- c) One (1) copy to:
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: the Technical Authority
- 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 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.

6.17 Ammunition Lot Number

Identification of the ammunition lot number must be in accordance with Annex "D" – Ammunition Lotting Instructions

6.18 Ammunition Data Cards

The Contractor must;

- a) Prepare the ammunition data cards in accordance with Annex "C" – Ammunition Manufacturer's Data Card Instructions;
- b) Forward the ammunition data cards to the consignee(s) identified in the Contract and to the Technical Authority; and,
- c) Annotate the propellant stabilizer content data on the ammunition data cards under Notes - Block 17.

6.19 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or their representative. Should any report, document, good or service not be in accordance with the requirements of the Contract and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.20 SACC Manual Clauses

SACC Manual clause	B1505C (2016-01-28), Shipment of Dangerous Goods/Hazardous Products
SACC Manual clause	B4034C (2006-06-16), Lot Acceptance Test
SACC Manual clause	D9002C (2007-11-30), Incomplete Assemblies
SACC Manual clause	D6010C (2007-11-30), Palletization
SACC Manual clause	D3010C (2016-01-28), Delivery of Dangerous Goods/Hazardous Products
SACC Manual clause	D3014C (2007-11-30), Transportation of Dangerous Goods/Hazardous Products
SACC Manual clause	D3015C (2014-09-25), Dangerous Goods/Hazardous Products - Labelling and Packaging Compliance
SACC Manual clause	D3017C (2014-09-25), Preparation of Delivery – Ammunition and Missiles

6.21 Registration – US Code of Federal Regulations

1. As the item(s) deliverable under the Contract may require transport to the United States of America from Canada, unless not required in accordance with the US 49 Code of Federal Regulations (49 CFR) Part 173.56(h), the item(s) must be registered in accordance with the US 49 CFR Part 171. The item(s) must be assigned an EX number in accordance with US 49 CFR Part 171.8 and classified in accordance with US 49 CFR Part 171.12(a).
2. Unless exempt from registration in accordance with Paragraph 1 above, the Contractor will obtain an EX number directly associated with the specified NATO Stock Number (NSN), for each item deliverable under the Contract. The EX number(s) must not have been previously issued to the US DoD.
3. Requests for EX numbers are to be forwarded to:

Eleanor Lawson
U.S. Department of Transportation
HMS/OHMEA/Approvals
1200 New Jersey Avenues, SE
East Building, 2nd Floor, Rm. E23-443
Washington, DC20590
Tel: (202) 366-3987
Facsimile: (202) 366-3753
Email: approvals@dot.gov
4. The Contractor will provide the classification certificate, or a Manufacturer's Classification Letter, for those items exempt from DoT registration in accordance with US 49 CFR Part 173.56(h), on or before delivery of the item(s) to the Technical Authority. However, delivery will not be delayed if an EX number cannot be obtained prior to the product being delivered. The Contractor will advise the Technical Authority of the circumstances for the delay in obtaining the applicable EX number(s). The Contractor will provide the EX number(s) to the Technical Authority immediately following the number(s) being assigned.
5. If an EX number cannot be provided by the Contractor, all pertinent information such as drawings of components, energetic material description, and percentage use in all compositions will be provided to the Technical Authority through the Contracting Authority.
6. The EX number or Manufacturer's Classification file number will be annotated on the Ammunition Data Card under Notes - Block 17.

6.22 Approval Documents and Export Licenses

Within seven (7) days after the Date of Contract, the Contractor must apply for all required Governmental and other regulatory permits, necessary for performance of the Work. This includes, but is not limited to applications for export licenses, Canadian end-user certificates, Canadian international import certificates, and, or annual explosive importation permits, if applicable. The Contractor must provide to the Contracting Authority, a copy of each application submitted, within seven (7) days of the respective date of application. Furthermore, upon request, the Contractor must provide to the Contracting Authority copies of all available documentation from the applicable Governmental and regulatory authorities advising on the status of the application(s) submitted. This information must be provided within two (2) weeks of the Contracting Authority's request.

6.23 NRCAN - Authorization for Explosives

1. Any explosives including ammunition and fireworks that are to be imported into or manufactured, transported, possessed or used in Canada must appear on the List of Authorized Explosives or be covered by a permit, certificate or special authority issued by the Explosives Regulatory Division of Natural Resources Canada (NRCAN). Information concerning applications and requests for Authorization and Classification Certificates can be found at:

<https://www.nrcan.gc.ca/science-data/research-centres-labs/canadian-explosives-research-laboratory/9855>

Note: Import permits may be delayed if an Authorization and Classification is not already in place.

2. The Contractor shall provide the NRCAN Authorization and Classification Certificate for the Contract item(s) on or before delivery of the items to the Technical Authority at the address indicated within the Contract. However, delivery will not be delayed if an Authorization and Classification Certificate cannot be obtained prior to the product being delivered. The Contractor will advise the Technical Authority of the circumstances for the delay in obtaining the Authorization and Classification Certificate. The Contractor will provide the Authorization and Classification Certificate number to the Technical Authority immediately after being assigned.
3. If an Authorization and Classification Certificate cannot be provided by the Contractor all mandatory information as required by NRCAN to obtain an Authorization and Classification Certificate such as drawings of components, energetic material description and percentage use in all compositions and packaging and labeling will be provided to the Technical Authority through the Contracting Authority.
4. The Authorization and Classification Certificate number will be annotated on the Ammunition Data Card under Notes/Remarks, Block 17.
5. The Contractor must provide to the DND Technical Authority a copy of the NRCAN Authorization and Classification Certificate for the Contract item(s) to have on file.

Annex "A" – Line Item Details

Item	Description	Controlled Goods (CTAT or ITAR)	Security Requirement	Quality Assurance Code	Quantity (Unit of Issue: Each)	Total Firm Lot Price	Delivery ¹ (No Later Than)
1	Fuze - Grenade Hand Practise Type (M228) with confidence clip MIL Spec: MIL-DTL-14943 Revision E, Amendment 2	Yes	No	Q	201,600 Units	\$ _____	_____
Destination Address CFAD Dundurn W1955 Dundurn, Saskatchewan S0K 1K0 Canada ATTN: _____ Inventory Control Section Tel: (306) 492-2135 Ext: _____ E-mail: _____@forces.gc.ca		Invoice Address Department of National Defence Directorate of Land Procurement DLP _____ DGLEPM/DLP Address: 101 Colonel By Drive, Ottawa, Ontario K1A 0K2 Phone: 819-939-_____ E-mail: _____@forces.gc.ca		¹ Delivery (in full) of the specified number of units to the destination is required no later than 31 August 2021.			

Annex "B" – Ammunition Package Marking Instructions - Small Arms Ammunition

ITEM	DESCRIPTION
1	PROPER SHIPPING NAME AND UN NUMBER
2	EXPLOSIVE HAZARD LABEL (MIN SIZE 30MM X 30MM, MAX SIZE 100MM X 100MM)
3	NATO STOCK NUMBER
4	PACKAGE QUANTITY
5	DESCRIPTIVE NOMENCLATURE OF STORE AND SYMBOLS
6	NET WEIGHT OF EXPLOSIVES (AIR TPT) (TO TWO DECIMAL PLACES)
7	GROSS WEIGHT IN KILOS (TO ONE DECIMAL PLACE)
8	NET EXPLOSIVE QUANTITY (TO TWO DECIMAL PLACES)
9	SHIPPING CUBE IN METRES (TO THREE DECIMAL PLACES)
10	LOT NUMBER TO BE UNDERLINED. WORD "LOT" NOT TO BE SHOWN
11	UN PACKAGING SYMBOL AND CODES (TP 14850)

SAMPLE OF MARKING PLACEMENT

LEFT SIDE OF BOX	FRONT OF BOX
	(ITEM 1) (ITEM 2)
	NOTE 4
	XXXX XX XXX XXXX (ITEM 3)
	XXX XXXXXXXXXXXXXXXX (ITEMS 4 ET 5)
	NET QTY 0.00 KG (ITEM 6)
	GR WT 0.0 KG (ITEM 7)
	NEQ 0.00 KG (ITEM 8)
	CU 0.000 M3 (ITEM 9)
<u>XXXXXXXXXXXXXXXXXX (ITEM 10)</u>	<u>XXXXXXXXXXXXXXXXXX (ITEM 10)</u>
	XXXXXXXXXXXXXXXXXX (ITEM 11)

NOTES:

- CHARACTERS ARE TO BE VERTICAL COMMERCIAL FULL GOTHIC TYPE AND MUST BE FULL-TONED WITH SHARP CLEAR OUTLINE.
- CHARACTER SIZE TO SUIT COMMERCIAL EQUIPMENT PRACTICE AND THE SPACE AVAILABLE. THE POSITION OF THE MARKINGS ARE TO BE AS SHOWN IN THE SAMPLE ABOVE.
- LOCATE MARKINGS WITH SUFFICIENT CLEAR SPACE AT SEALING STRAP LOCATIONS SO THAT MARKINGS ARE NOT OBSCURED
- LABELS TO BE IN ACCORDANCE WITH THE U.N. RECOMMENDATIONS ON THE TRANSPORT OF DANGEROUS GOODS MODEL REGULATIONS

Annex C - Ammunition Manufacturer's Data Card Instructions

Scope

1. This Annex covers Ammunition Manufacturer's Data Card instructions.

General

2. A blank Ammunition Manufacturer's Data Card is shown at Figure A-1. Each block of the Ammunition Manufacturer's Data Card is numbered. The following paragraphs detail the information to be entered in each block:
 - a. **Block 1 – Net Quantity.** The quantity to be shown here is the quantity available for shipment and excludes the quantity expended in tests.
 - b. **Block 2 – Lot Number.** Insert the complete ammunition lot number (or serial number of an item which is not lotted) of the item(s) represented by the Ammunition Manufacturer's Data Card. Only items that have lot or serial numbers shall be listed on the card.
 - c. **Block 3 – Stock Number.** Enter the item stock number as determined from the technical data list or from the contract.
 - d. **Block 4 – Nominal Initial Velocity at Proof.** If applicable, enter the nominal initial velocity determined at the time of proof.
 - e. **Block 5 – Item Nomenclature.** Show the exact standard nomenclature as given in the technical data list or on the top drawing for the item.
 - f. **Block 6 – Packaging Description.** Enter the method by which the items are packed for shipment, including the number of items, parts or sets in each outer container. Standard abbreviations may be used.
 - (1) For transit packs between contractors, insert the word "transit" and include a general description of the packing method.

EXAMPLE

Transit – 1 assembly/cardboard container; 24 cardboard containers / wooden box.
 - (2) For items covered by a packing and marking drawing, include the drawing number.

EXAMPLE

1 cartridge/fibre container; 1 fibre container / metal container; 4 metal containers / wooden box; 8796522.
 - g. **Block 7 – Manufacturer.** Enter the manufacturer's name as given in the contract.
 - h. **Block 8 – Technical References.** Enter the number and the revision date of the top drawing and/or the specification used to manufacture the item.
 - i. **Block 9 – Contract Number(s).** Enter the number of the contract issued by Public Works and Government Services Canada.

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- j. **Block 10 – Component Details.** The following are applicable:
- 1) **Component.** Give the approved name of the component.
 - 2) **Model.** Enter the mark or model number of the component.
 - 3) **Drawing.** Enter the number of the top drawing or specification under which the component was manufactured.
 - 4) **Manufacturer.** Give the full name of the manufacturer of each lot used of the component.
 - 5) **Date.** Enter the date of manufacture of the component.
 - 6) **Lot Number.** Give the complete number of each lot of each component.
 - 7) **Quantity.** When components from more than one lot are used, give the quantity of each.
- k. **Block 11 – Number of Packs.** Enter the number of outer packages in which the net quantity (Block 1) is packed.
- l. **Block 12 – Total Lot Quantity.** Enter total quantity produced of the lot number given in Block 10. This will be the same number as that given in Block 1 if the entire lot is shipped as one unit. If more than one data card is prepared for a lot (as in the case of a data card accompanying partial lot shipments), this will be the sum of the net quantities given in the Block 1.
- m. **Block 13 – Hazard Classification Code (HCC).** Enter the Hazard Classification Code (including the compatibility code) determined in accordance with ST/SG/AC.10/11, Recommendations on the Transportation of Dangerous Goods, Tests and Criteria.
- n. **Block 14 – Net Explosive Content (NEC) of Item.** Enter the net explosive content of the item named in Block 5.
- o. **Block 15 – Transport (Tpt) Canada or UN Package Number.** Enter the number assigned to the item container by Transport Canada or the equivalent organization of the nation of origin of the container.
- p. **Block 16 – UN Number and Proper Shipping Name.** Enter the UN number and proper shipping name determined in accordance with ST/SG/AC.10/11, Recommendations on the Transportation of Dangerous Goods, Tests and Criteria.
- q. **Block 17 – Notes.** Any unusual features of the lot represented by the data card will be reported and identified by the appropriate symbol as follows:
- 1) Changes in process will be listed following a single asterisk (*). These include changes in location, equipment, manufacturing methods, materiel or inspection methods. Since changes of this type are usually of a permanent nature, notations need to be made for the first lot affected; the note will be interpreted as applying until further notation is made.
 - 2) Technical data changes (design changes, deviations, waivers and concessions) applying to drawings or specifications will be listed following a double asterisk (**). Report the Design Authority Serial Number of the applicable Design Change/Deviation form (DND 672), the name of the item or component involved, the extent of the change to the technical data and the method of identifying the packs containing items manufactured in accordance with the revised data.
 - 3) Unusual occurrences and difficulties in manufacture will be listed following a triple asterisk (***). Any conditions which are out of the ordinary, excessive rejections owing to poor materiel or improper processing and any other unusual circumstances related to loading, assembly, packing or inspection shall be reported.

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- 4) Other notes regarding palletization of the lot (or part lot) being shipped may be added if appropriate.
- r. **Block 18 – Inspector's Name.** Enter the name of the contractor's inspector responsible for the correctness of the information appearing on the data card.
- s. **Block 19 – Signature.** This block shall be signed by the person whose name appears in Block 18.
- t. **Block 20 – Date.** Enter the date of the signature of the data card.

Department of National Defence Ministère de la Défense Nationale		Ammunition Manufacturer's Data Card Fiche de fabricant de munitions			
1. Net Qty Qté nette	2. Lot No. N° de lot	3. Stock No. N° de catalogue	4. Nominal Initial Velocity at Proof Vitesse initiale nominale à l'essai		
5. Item Nomenclature Désignation de l'article		6. Packaging Description Description de l'emballage			
7. Manufacturer Fabricant	8. Technical References (Dwg No. and Date) Documents techniques (N° de dessin et date)		9. Contact Number(s) Numéro(s) de contrat		
10. Component and Model Composant et n° de modèle	Drawing N° de dessin	Manufacturer Fabricant	Date Date	Lot Number N° de lot	Quantity Quantité
11. No. of Packs N° d'emballages	12. Total Lot Qty Qté totale du lot	13. HCC CCR	14. NEC/Item CNE de l'article		
15. Tpt Canada/UN Package No. N° d'emballage TC/ONU		16. UN No. and Proper Shipping Name N° ONU et désignation exacte de l'expédition			
17. Notes Remarques					
18. Inspector's Name Nom de l'inspecteur		19. Signature			20. Date

Figure A-1

Annex D – Ammunition Manufacturer's Lotting Instructions

1. Description of the Standard Lot Number

The ammunition lot number shall consist of a manufacturer's identification symbol, a numeric code showing the year of production, an alpha code representing the month of production, a lot interfix number followed by a hyphen, a lot sequence number. The ammunition lot number shall not exceed twelve characters in length and characters shall not be separated by spaces. The minimum number of characters used shall be eleven. If a one or two character manufacturer's identification symbol is used, the remaining positions of the three-character field shall be filled by dashes (-) (e.g. A--, AB-). The following illustrates the construction of an ammunition lot number:

ABC96A01-02

- a. "ABC" reflects the manufacturer's identification symbol;
- b. "96" is a two-digit numeric code identifying the year of production;
- c. "A" is a single-alpha code signifying the month of production;
- d. "01" is the Lot interfix number; and
- e. "02" is the Lot sequence number.

2. Manufacturer's Identification Symbol

Manufacturer's identification symbols shall be all capital letters and shall not exceed three-alpha characters. This symbol is an integral part of the ammunition lot number. It is used to identify the facility, which manufactured, assembled, loaded, modified or overhauled the specific lot of ammunition.

3. Year of Production

Each ammunition lot number shall have the year of production inserted after the manufacturer's identification symbol. The year of production is a two-digit code represented by the last two numbers of the year in which work on the lot was initiated. It becomes an integral part of the ammunition lot number. There are no spaces between the manufacturer's identification symbol, the year of production code and the alpha code used to identify the month of production.

4. Month of Production

Each ammunition lot number shall have the month of production code inserted after the two-digit code identifying the year of production. The month of production is a single capital letter assigned as follows:

MONTH	CODE	MONTH	CODE	MONTH	CODE	MONTH	CODE
January	A	February	B	March	C	April	D
May	E	June	F	July	G	August	H
September	J	October	K	November	L	December	M

The code reflects the month of the year in which work on the lot was initiated. There are no spaces between the year of production code, the month of production code and the first digit of the lot interfix number.

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5. Lot Interfix Number

Each ammunition lot number shall have assigned a two-digit interfix number that shall commence with "01" and which shall not exceed "99". The interfix number is an integral part of the ammunition lot number and is intended to identify those lots in an interfix series which have been produced by the same manufacturer at the same location for the same item, mate according to a specific design and manufacturing process using like materials in accordance with certain administrative procedures. The interfix number will usually start with "01" and it shall appear immediately after the month of production code with no space. Once a manufacturer has produced a lot of an ammunition item and the interfix for that item has progressed beyond "01", his interfix number shall never revert to "01". A change in the month of production does not necessitate the lot interfix number or the lot sequence number to revert to 01.

6. Lot Sequence Number

The two-digit lot sequence number identifies a lot according to its sequence of production within each lot interfix number. A sequence number shall be assigned to each lot produced. The lot sequence numbers within each interfix shall always begin with "01" and continue in sequence until production of the item is terminated or until a change is made in the item or its production which requires a sequence number beyond "99", or until a change in contract is made.

7. Manufacturer's Responsibility

Each lot of ammunition (components, ammunition items of issue, or explosives) shall have a lot number assigned at the time of manufacture or assembly, regardless of the ultimate disposition of the lot. It shall be the responsibility of the manufacturer to ensure that each lot of ammunition is assigned a lot number. Furthermore, the manufacturer shall ensure that all elements which comprise the lot number (manufacturer's symbol, interfix number, etc.) are correctly assigned.

8. Marking of Ammunition and Components

NOTE: Due to size limitations, Small Arms Ammunition of all calibres less than 20mm need not be marked with the ammunition lot number.

Each ammunition item and each component shall be identified by an ammunition lot number that shall appear on the item itself. The location and method of marking of the lot number is at the discretion of the manufacturer. The word "LOT" shall not appear on the ammunition.