

National Defence

National Defence HeadquartersQuartier général de la Défense nationaleOttawa, OntarioOttawa (Ontario)K1A 0K2K1A 0K2

#### 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.

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

Directorate of Land Procurement Attention: Marie-Claude Théorêt By e-mail to: <u>marie-claude.theoret@forces.gc.ca</u>

#### Solicitation Closes – L'invitation prend fin

 $At: - \dot{a}:$ 

02:00 PM Eastern Daylight Time (EDT)

On: – le : **28 June 2023** 

Title – Titre	Amendment No N° modif.
Snow Blowers Spare Parts	003
Solicitation No. Nº de l'invitation	Date of Amendment /Date de modification
W8476-236723/A	15 June 2023
Address Enquiries to: – Adresser t	outes questions à:
Destination	
National Defence Headquarters	
101 Colonel By Drive	
Ottawa, Ontario	
Ottawa, Ontario K1A 0K2	

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 FCA franco transporteur. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery Required – Livraison exigée	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	

## AMENDMENT #3 TO SOLICITATION NUMBER W8476-236723/A is raised to:

- 1. Provide clarification and answers to a question from potential suppliers;
- 2. Amend Section 3.1;
- **3.** Amend 4.1.2.1;
- 4. Amend 6.4.2; and
- **5.** Amend Part 6 to add clause 6.6.5

#### 1. QUESTIONS AND ANSWERS:

Number	Questions/Answers/Amendments
Question #6	Would you consider changing the delivery terms of this tender from DDP Edmonton and Montreal to Free Carrier at (FCA) plant.
Answer #6	<ul> <li>DND accepts to modify the delivery terms of this tender from Delivered Duty Paid (DDP) to Free Carrier at (FCA) plant.</li> <li>See below Amendment to the following sections:</li> <li>3.1 Bid Preparation Instructions;</li> <li>4.1.2.1 Mandatory Financial Evaluation Criteria; and</li> <li>6.4.2 Shipping Instructions - Delivery at Destination.</li> </ul>
Question #7	Would you please modify Section 4.2, "Basis of Selection," to "lowest evaluated price on an aggregated basis" instead of "lowest evaluated price per item"? Additionally, I request the omission of the phrase "More than one Contract may be awarded in response to this solicitation."
Answer #7	DND has reviewed the requirement and the solicitation will remain unchanged.

#### 2. For Paragraph 3.1 Section II: Financial Bid Delete: in its entirety. replace with:

#### Section II: Financial Bid

Bidders must submit their financial bid as follows:

Bidders must submit firm prices, Free Carrier at (Contractor's shipping point) Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately. Bidders must provide the address of the Contractor's shipping point at which the Requirement as noted in Annex A will be made available.

Bids must be submitted in Canadian dollars.

# For Paragraph 4.1.2.1 Mandatory Financial Evaluation Criteria Delete: in its entirety Replace with:

### 4.1.2.1 Mandatory Financial Evaluation Criteria

The price of the bid will be evaluated in Canadian dollars, FCA Free Carrier at 25 Canadian Force Supply Depot Montreal and 7 Canadian Force Supply Depot Edmonton, Incoterms 2010, Canadian Custom Duties and excise taxes excluded, Applicable Taxes excluded.

Bidders must quote a price for all items with identical NATO Stock Numbers.

For Paragraph 6.4.2 Shipping Instructions - Delivery at Destination
 Delete: in its entirety
 Replace with:

#### 6.4.2 Shipping Instruction

# SACC Manual Clause D0035C (2022-12-01), Shipping Instructions (Department of National Defence) - Foreign-based Contractors

- Delivery will be FCA Free Carrier at \_\_\_\_\_\_ (*To be inserted at Contract Award*) 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 email, to arrange for shipment, and provide the information detailed at paragraph 3. (*To be inserted at Contract Award*).
- 3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
  - a. the Contract number;
  - 2. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
  - 3. description of each item;
  - 4. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
  - 5. actual weight and dimensions of each piece type, including gross weight;
  - copy of the commercial invoice (in accordance with clause <u>C2608C</u>, section 4, of the <u>Standard Acquisition Clauses and Conditions Manual</u>) or a copy of the Canada Border Services Agency form CI1 <u>Canada Customs</u> <u>Invoice</u> (PDF 429KB) - (<u>Help on File Formats</u>);
  - Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
  - 8. Canada-United States-Mexico Agreement Certification of Origin (in accordance with clause <u>C2608C</u>, section 2) for the U.S. and Mexico only;
  - 9. 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 <u>Dangerous Goods Shipping Regulations</u> and a copy of the 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 labelling, 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 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

#### OR

# SACC Manual Clause D0037C (2016-01-28) Shipping Instructions (Department of National Defence) - Canadian-based Contractor

- Delivery will be FCA Free Carrier at \_\_\_\_\_\_ (*To be inserted at Contract Award*). 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. (*To be inserted at Contract Award*).
- 3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
  - a. the Contract number;
  - 2. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
  - 3. description of each item;
  - 4. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - 5. actual weight and dimensions of each piece type, including gross weight;
  - 6. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian <u>Transportation of Dangerous Goods Regulations</u>, and a copy of the safety data sheet in English and French.

- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, 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 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

#### **5. Insert** section 6.6.5

#### 6.6.5 SACC Manual Clauses

SACC Manual clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreignbased Contractor SACC Manual clause C2608C (2020-07-01), Canadian Customs Documentation

## ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.