



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 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: marie-claude.theoret@forces.gc.ca

Title – Titre Snow Blowers Spare Parts	Amendment No. - N° modif. 002
Solicitation No. N° de l'invitation W8476-246739	Date of Amendment /Date de modification 15 June 2023
Address Enquiries to: – Adresser toutes questions à: Marie-Claude Théorêt by e-mail to marie-claude.theoret@forces.gc.ca	
Destination National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2	

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

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

At: – à:

02:00 PM Eastern Daylight Time (EDT)

On: – le : **05 July 2023**

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 #2 TO SOLICITATION NUMBER W8476-246739 is raised to:

1. Provide clarification and answers to a question from potential suppliers;
2. Amend Section 3.1;
3. Amend Section 3.1.2;
4. Amend 4.1.2.1;
5. Amend 6.4.2;
6. Amend Part 6. to add clause 6.6.4; and
7. Amend Part 6 to add clause 6.6.5.

1. QUESTIONS AND ANSWERS:

Number	Questions/Answers/Amendments
Question #2	We are requesting that this solicitation have The Exchange Rate Fluctuation Adjustment and allows to use Claim for Exchange Rate Adjustments - PWGSC-TPSGC 450.
Answer #2	See below Amendment to 3.1.2 Exchange Rate Fluctuation
Question #3	Would you consider changing the delivery terms of this tender from DDP Edmonton and Montreal to FCA plant.
Answer #3	DND accepts to modify the delivery terms of this tender from Delivered Duty Paid (DDP) to Free Carrier at (FCA) plant. See below Amendment to the following sections: 3.1 Bid Preparation Instructions; 4.1.2.1 Mandatory Financial Evaluation Criteria; and 6.4.2 Shipping Instructions - Delivery at Destination.
Question #4	Would you consider awarding one contract per tender?
Answer #4	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.

3. For Paragraph 3.1.2 Exchange Rate Fluctuation

Delete: in its entirety

Replace with:

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

4. 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.

5. 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

1. 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;
 6. 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 CI1 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
 7. [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 [C2608C](#), 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 [Dangerous Goods Shipping Regulations](#) 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

1. 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 [Transportation of Dangerous Goods Regulations](#), 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.

6. Insert: Section 6.6.4

6.6.4 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
 3. The total price paid by Canada on each invoice will be adjusted at the time of payment. The exchange rate adjustment amount will be calculated in accordance with the following formula:
$$\text{Exchange rate adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$
where formula variables correspond to:

FCC

Foreign currency component (per unit)

Qty



quantity of units

i_0

Initial exchange rate (CAN\$ per unit of foreign currency [for example US\$1]).
The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date.
The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

i_1

Exchange rate for adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]).
The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

- a. The ERA for goods will be the Bank of Canada rate on the date the goods were delivered.
 - b. The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed.
 - c. The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.
4. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments.
 5. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#)  (that is $[i_1 - i_0] / i_0$).
 6. Canada reserves the right to audit any revision to costs and prices under this clause.

7. **Insert section 6.6.5**

6.6.5 SACC Manual Clauses

SACC Manual clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor

SACC Manual clause C2608C (2020-07-01), Canadian Customs Documentation

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.