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**Bid Receiving - PWGSC / Réception des soumissions -
TPSGC**

**11 Laurier St./11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5**

**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
Construction Services Division/Division des services de
construction
140 O'Connor Street
140, rue O'Connor
Ontario
Ottawa
K1A 0S5

Title - Sujet Canada Pavilion at Expo 2020	
Solicitation No. - N° de l'invitation 08A33-180482/B	Amendment No. - N° modif. 012
Client Reference No. - N° de référence du client 20180482	Date 2019-05-03
GETS Reference No. - N° de référence de SEAG PW-\$\$\$FG-369-76751	
File No. - N° de dossier fg369.08A33-180482	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-14	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: D'Allaire, Yvonne	Buyer Id - Id de l'acheteur fg369
Telephone No. - N° de téléphone () - ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein	

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

The following changes to the tender documents are effective immediately. This amendment will form part of the contract documents.

Amendment 012 is issued for the following reasons:

- (1) Publish Bidders' Questions and Answers; and
- (2) Amend the Request for Proposal (RFP).

(1) Bidders' Questions and Answers

QUESTION # 111:

It is our expectation that GC5 will be further revised in the resulting contract to reflect appropriate payment terms for this project. GC5 is currently not clear with respect to how the Contractor is to be paid for the operation, maintenance, and dismantling scopes of the Works. Are these payments to be made as separate progress payments during those phases of the project or are they included in the progress payments/substantial performance payment/final completion payment for the Construction Services?

ANSWER # 111:

The referenced terms and conditions remain the same.

For clarification, the payment for Stages 6 and 7 (operation, maintenance and dismantling) follows GC5.4.

According to GC5.1 paragraph 1 a "payment period" is a period of thirty (30) consecutive days or such other longer period as may be agreed between the Contractor and Canada.

The Contractor will divide the respective total amounts for the Public Presentation Operation (Stage 6 a)) and the Operations and Maintenance (Stage 6 b)) as indicated in Annex A- Pricing Table by the six (6) month Expo operational period into equal monthly payments.

If the Contractor completes Stage 7 (Dismantling and Plot Repossession) sooner than required by the Expo Organizer, the total payment for this stage will be accelerated.

QUESTION # 112:

Please explain the reasoning for the holdbacks from the substantial performance payment in GC 5.5 paragraph 3(c) and paragraph 3(d). In GC 5.5 paragraph 3(c), why is an amount being held back for the estimate of Works other than defects given that only defects should be listed in the Certificate of Substantial Performance? In GC 5.5 paragraph 3(d), why is 2% of the Contract Amount being held back? These holdbacks create unreasonable cash flow issues for the Contractor.

ANSWER # 112:

GC5.5 paragraph 3(b) refers to parts of the Work that have been completed, Canada has paid for but has uncovered defects. GC5.5 paragraph 3(c) refers to unfinished parts of the Work that remain to be completed.

GC5.5 paragraph 3(d) has been deleted so the holdback of 2% no longer applies. Refer to RFP Amendment 005 below.

Given the nature of the project, the time between Substantial Performance of the construction of the Pavilion and its Final Completion will likely be relatively brief, therefore, the holdback will likely be kept for a relatively short period.

QUESTION # 113:

With regard to the RFP - Section GC1.8 Laws, By-Laws, Permits, Licenses, Codes, Inspections and Taxes: Please confirm if the Contractor will be liable for Applicable Taxes for work carried out within the UAE. For clarity, the Applicable Taxes in Ontario will be applicable to the full Contract Amount and we will have to pay VAT for the work paid for in Dubai. Please confirm.

ANSWER # 113:

Please refer to the document Special Regulation No. 7 Concerning Customs and Handling, and any Particular Rates and Charges. Further, in accordance with GC1.8 paragraph 7, Applicable Taxes will be paid by Canada as provided in the invoice submission. This includes GST/HST/QST in Canada and will also include the VAT for work paid in Dubai. Contractors should look to the rules/requirements set out by the Canada Revenue Agency to determine when they are required to charge GST/HST.

Please also refer to RFP Amendment 005 below.

QUESTION # 114:

Is PWGSC going to contract the Works Supervision services separately or is this task part of the Bidder scope of work?

ANSWER # 114:

No, Canada will not contract Works Supervision services separately.

(2) Amendment 005 of the Request for Proposal (RFP)

The RFP is hereby amended as follows:

(Words in red mark the changes against the original wording in the RFP.)

- Delete Section 2.1 paragraph a) and replace it with:
 - (a) **Applicable Taxes:** means **the import Value Added Tax (VAT)**, the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.
 - Delete GC1.1.4 subparagraph 1(b) and replace it with:
 - b) For the dismantling and demolition of the Canada Pavilion:
 - i. When the Construction Services for, related to, or associated with the dismantling and demolition of the Canada Pavilion, or a substantial part thereof has been completed to the satisfaction of Canada; and
 - ii. the Construction Services related to, or associated with the dismantling and demolition of the pavilion building is, in the opinion of Canada, capable of Completion or correction at a cost of not more than
 1. **15 percent of the first \$500,000; and**
 2. **5 percent of the balance**
- of the Contract Amount for Stage 7 Services at Annex A- Pricing Table at the time this cost is calculated.

For clarity, the Construction Services for, or associated with the dismantling and demolition of the pavilion building include, without limitation, the restoration of the building site, shipping of Canada's assets and disposal of building components. **Also refer to the document Self-Build Pavilion Guide, item C-78: "Pavilions must be designed to redeploy, recycle, or return back to the manufacturer 75 percent of construction materials."**

- Delete GC5.4 paragraph 1 and replace it with:
 1. For the portion of payment related to Design Services and Operational and Maintenance Services:
 - a) on the expiration of a payment period the Contractor must deliver to Canada an invoice delivered to the Departmental Representative in the agreed format with sufficient detail and information to permit verification. The invoice must also identify, as separation items:
 - i. the amount of the progress payment being claimed for Services satisfactorily performed;

- ii. the amount for any tax calculated in accordance with the applicable federal legislation; and
- iii. the total amount which must be the sum of the amounts referred to in (i) and (ii) above;

b) within fifteen (15) days after the receipt of an invoice, Canada shall notify the Contractor of any error or missing information therein. Subject to GC5.2, "Amount Payable", payment shall be made prior to or on the thirtieth (30th) day after acceptance of the corrected invoice or the required information.

- Delete GC5.4 paragraph 6 and replace it with:

6. In the case of the Contractor's first progress claim **for Construction Services**, it is a condition precedent to Canada's obligation under paragraph **2(d)** above that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.

- Delete GC5.4 paragraph 7 in its entirety.

(7. Upon the satisfactory completion of all Services, the amount due, less any payments already made, will be paid to the Consultant not later than thirty (30) days after receipt of an acceptable invoice, together with the Final Statutory Declaration in accordance with paragraph 5) above.)

- Delete GC5.5 subparagraph 3(d) in its entirety.

(d) 2% of the Contract Amount.)

- Delete GC5.6 subparagraph 1(b)(iv) in its entirety.

(iv. 2% of the Contract Amount.)

- Delete GC5.6 subparagraph 2(b)(iv) in its entirety.

(iv. an amount equal to the total amount payable for the completion of the Work.)

- Delete GC5.11 Assessments and Damages for Late Completion in its entirety.

(GC5.11 Assessments and Damages for Late Completion

1. *For the purposes of this clause*

- a) *the Work will be deemed to be completed on the date of the Certificate of Completion issued pursuant to subparagraph 2)a) of GC 5.6 Final Completion; and*
- b) *the "period of delay" means the number of days commencing on the day fixed for Completion of the Work and ending on the day immediately preceding the day on which the Work is completed but does not include any day within a period of extension granted pursuant to GC6.5, "Delays and Extension of Time", and any other day on which, in the opinion of Canada, Completion of the Work was delayed for reasons beyond the control of the Contractor.*

2. *If the Contractor does not complete the Work by the day fixed for its Completion but completes it thereafter, the Contractor must pay Canada an amount equal to the aggregate of*

- a) *all salaries, wages and travelling expenses incurred by Canada in respect of persons overseeing the performance of the Work during the period of delay;*
- b) *the cost incurred by Canada as a result of the inability to use the completed Work for the period of delay; and*
- c) *all other expenses and damages incurred or sustained by Canada during the period of delay as a result of the Work not being completed by the day fixed for its Completion.*
- d) *Canada may waive the right of Canada to the whole or any part of the amount payable by the Contractor pursuant to paragraph 2) above if, in the opinion of Canada, it is in the public interest to do so.)*

- Delete GC8.1 paragraph 2 and replace it with:

2. The alternative dispute resolution procedures set out in GC8, do not apply to any claim by Canada against the Contractor except any counterclaim in a dispute as defined in paragraph 1) above, including, but not limited to, any claim of setoff regarding any amount due to Canada under **GC5.15 paragraphs 1 and 2.**

- Delete item (v.) of Section 7.3 and replace it with:

v. Interior Fit-out by **July 20, 2020;**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME