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**AMENDMENT NO.: 1  
TO THE TENDER DOCUMENTS  
Defence Construction (1951) Limited**

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**CLOSING DATE/TIME:** As indicated on the *Electronic Bidding System*

**PROJECT NO.:** BN300257\_77552

**AMENDMENT DATE:** May 9, 2023

**PROJECT TITLE:** Replace Windows and Doors, Building A-150  
Borden, Ontario

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**TO ALL TENDERERS:**

**THE PURPOSE OF THIS AMENDMENT IS TO GIVE EFFECT TO THE FOLLOWING:**

1. Payment will only be made on receipt of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract. Contractor Invoices/Progress Claims must also include the following details:

- Company name, address, etc.
- “Destination” (Client’s address);
- Invoice date; invoice number;
- DCC Project number; Contract number;
- GST or HST (as applicable) registration number;
- Period in which services were rendered;
- Description of work performed and amount(s) invoiced.

2. Reference DCL193E – Instructions to Tenderers for Electronic Bidding – **DELETE** sub-paragraph 5.2.4 and **INSERT** new sub-paragraph 5.2.4.

“5.2.4 Issued by one of the following entities:

.1 A provider licensed by the Office of the Superintendent of Financial Institutions (OSFI) to issue surety products for

.1 Canadian domiciled insurers ([Who We Regulate \(osfi-bsif.gc.ca\)](http://www.osfi-bsif.gc.ca));

.2 For foreign insurers who have been granted an order to insure in Canada (website at [Who We Regulate \(osfi-bsif.gc.ca\)](http://www.osfi-bsif.gc.ca));

or

.2 A provider licensed by a provincial or territorial insurance regulatory authority to issue surety products, provided that the contract is taking place in a province or territory in which the surety provider is licensed to issue surety products.

3. Reference DCL193E – Instructions to Tenderers for Electronic Bidding – **INSERT** new sub-paragraph 5.2.7:

“5.2.7 DCC reserves the right to require proof of licensing of the bond provider.”

4. Reference DCL193E – Instructions to Tenderers for Electronic Bidding – **DELETE** sub-paragraph 10.2 and **INSERT** new sub-paragraph 10.2:

“10.2 The following Statutory Holidays are included:

10.2.1 New Year’s Day – January 1

10.2.2 Good Friday

10.2.3 Easter Monday

10.2.4 Victoria Day – First Monday preceding May 25

10.2.5 Quebec National Holiday – June 24 (Province of Quebec only)

10.2.6 Canada Day – July 1

10.2.7 Statutory holiday – First Monday of August (Except Quebec)

10.2.8 Labour Day – First Monday in September

10.2.9 National Day of Truth and Reconciliation – September 30

10.2.10 Thanksgiving Day – Second Monday in October

10.2.11 Remembrance Day – November 11

10.2.12 Christmas Day – December 25

10.2.13 Boxing Day – December 26”.

5. Reference DCL193E – Instructions to Tenderers for Electronic Bidding – **DELETE** Item 18 and **INSERT** new Item 18:

“18 LANGUAGE OF THE CONTRACT

18.1 English shall be the language of the Contract and the entire written and verbal communication between the parties with respect to any matters related to the performance of the subject matter of the Contract.

18.2 Unless otherwise specified in the Contract, all contractual documents to which the Contract applies or refers, as well as all deliverables, documents, reports, and results of work, services or goods that the Contractor submits, provides or delivers to DCC or Canada as part of the performance of the Contract, shall be in English.”

6. Reference DCL32 – General Conditions, GC 1.8 – **DELETE** sub-paragraph 1.8.7 and **INSERT** new sub-paragraph 1.8.7:

“1.8.7 Subject to paragraph 1.8.10, the Contractor shall pay any applicable tax arising from or related to the performance of the Work under the Contract notwithstanding the residency of the Contractor.”

7. Reference DCL32 – General Conditions, GC 1.8 – **INSERT** new sub-paragraph 1.8.10:

“1.8.10 If the Contractor is not a resident of Canada, Canada must, pursuant to the Income Tax Act (Canada) and the regulations provided for thereunder from time to time, withhold, for such time as Canada may reasonably deem necessary, 15 percent of

the amount to be paid to the Contractor for the performance of the Work under the Contract which was provided in Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency and provides evidence thereof in writing to the DCC Representative. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.”

8. Reference DCL32 – General Conditions – **INSERT** new GC 1.20:  
“1.20 Conduct during the *Contract*  
The *Contractor* shall comply with the DCC Procurement Code of Conduct.”
9. Reference DCL32 – General Conditions – **INSERT** new GC 1.21:  
“1.21 Disclosure of Information  
The *Contractor* consents, pursuant to section 30 of the Defence Production Act (Canada), to the public disclosure of its legal name and address, the *Contract Amount* and any amendments thereto, and amounts paid by *Canada* under the *Contract*.”
10. Reference DCL32 – General Conditions, GC3.8 – **DELETE** “Labour and Fair Wages” and **INSERT** “Labour Conditions”.
11. Reference DCL32 – General Conditions, GC3.8.1 – **DELETE** “and the Schedules of Wage Rates”.
12. Reference DCL32 – General Conditions, sub-paragraph 5.5.4.1 – **DELETE** “or” at the end of the sub-paragraph and **INSERT** “and”.
13. Reference DCL32 – General Conditions, **DELETE** sub-sub-paragraph 7.1.1.5 and 7.1.1.6 and **INSERT** new sub-sub-paragraphs 7.1.1.5 to 7.1.1.8
  - .5 makes an assignment of the Contract without the consent required by GC1.16, “Assignment”;
  - .6 fails to comply with the DCC Procurement Code of Conduct;
  - .7 is declared ineligible by the Minister of Public Services and Procurement under their *Ineligibility and Suspension Policy*; or
  - .8 otherwise fails to observe or perform any of the provisions of the *Contract*.
14. Reference DCL32 – General Conditions, **DELETE** sub-paragraph 9.2.2.3 and **INSERT** new sub-paragraph 9.2.2.3 and 9.2.2.4:
  - .3 The performance bond and a labour and material payment bond shall be issued by either of the following:
    - .1 a provider licensed by the Office of the Superintendent of Financial Institutions (OSFI) to issue surety products for
      - .1 Canadian domiciled insurers ([Who We Regulate \(osfi-bsif.gc.ca\)](http://Who We Regulate (osfi-bsif.gc.ca)));
      - .2 For foreign insurers who have been granted an order to insure in Canada (website at [Who We Regulate \(osfi-bsif.gc.ca\)](http://Who We Regulate (osfi-bsif.gc.ca)));
    - or
    - .2 a provider licensed by a provincial or territorial insurance regulatory authority to issue surety products, provided that the contract is taking place in a

province or territory in which the surety provider is licensed to issue surety products.

- .4 DCC reserves the right to require proof of licensing of the bond provider.”
15. Reference DCL32 – General Conditions, sub-sub-paragraph 9.2.4.4 – **DELETE** “Income Tax Act” at the end of the sub-sub-paragraph and **INSERT** “Income Tax Act (Canada)”.
  16. The Contractor must provide a Fire Safety Plan in accordance with the National Fire Code of Canada (NFCC 2015) section 5.6.1.3. The *Contractor’s* responsibility for a Fire Safety Plan is limited to their construction activities and not for the whole building. Responsibility for fire safety of the building areas outside of the construction limits will remain with DND. DND/CF is responsible for the Fire Safety Plan for the occupied portions of the building. The plan shall be submitted to DCC by the *Contractor* within ten (10) business days of award for approval by the Base Fire Chief prior to commencement of construction or demolition operations. A copy of the approved Fire Safety Plan shall be posted and maintained on site at all times during construction and the *Contractor* shall ensure all persons accessing the construction site are briefed and adhere to the requirements of the plan.
  17. Defence Construction Canada (DCC) uses direct deposit, an electronic transfer of funds deposited directly into your bank account, for contract payments. *Contractors* are encouraged to enroll as soon as possible. If you have not already enrolled with DCC, please complete the DCL291-Direct Deposit Enrolment for Contracts located on our web site at <http://www.dcc-cdc.gc.ca/english/forms/> and submit as per instructions on the form.
  18. DCC reserves the right to translate, either internally or through a third party, any deliverable produced by the *Contractor*. In the event that DCC proceeds with translation, the *Contractor* may provided with an opportunity to review and comment on the translated deliverable.

**End of Amendment No. 1**