



**REQUEST FOR TENDER No. 20-067**

**FCPCC Sludge Storage Cell 3 Supply**

**Addendum 1 (5 pages)  
Issued: December 1, 2020**

**Closing Date & Time: on or before 3:00 PM Pacific Time on December 18, 2020**

This addendum shall be read in conjunction with and considered as an integral part of the Request for Tender. Revisions supersede the information contained in the original Tender or previously issued Addendum. No consideration will be allowed for any extras due to any Vendor not being familiar with the contents of this Addendum. All other terms and conditions remain the same.

**Please see attached clarification (1 page) and Supply Agreement Rev. 1 (3 pages) attached from the Project Engineer, SRM Projects.**

End of Addendum 1

 <b>REGIONAL DISTRICT OF NANAIMO</b>	<p><i>Request for Tenders No. 20-067</i>  <b>Sludge Storage Cell 3 Supply</b>  <b><u>Clarifications</u></b></p>	<p>Date: November 30, 2020  Revision: 0</p>
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1. The requirement on drawing FC-M-312 Rev.B for addition of antimony trioxide to the FRP tank resin is waived (fire retardancy is not required for this outside tank).
2. Suppliers providing a brief, sealed justification letter from their registered design engineer will be released from the filament winding angle limits outlined in RDN SP-0003 section 4.4. A copy of this letter must be submitted with a supplier's bid.
3. Small diameter FNPT tank connections may be either:
  - a. FRP, using same resin as tank corrosion liner; or
  - b. Stainless steel of grades 254SMO, 2507 or approved equal.

In all cases, the connections must be minimum class 150 for pressure rating.

4. In-person shop QA visits by the RDN's inspector are generally required as outlined in the tender documents, subject to COVID-19 best practice procedures and travel regulations in place at the time of tank manufacture.
5. Where not practical, and entirely at the discretion of the RDN, mid-manufacture in-person shop visits by the RDN's inspector, for performing or witnessing inspections and tests (including but not limited to hydro-test), may be waived where the manufacturer's shop quality management system is third party certified to ISO-9001 by an internationally accredited certification body/registrar. Proof of ISO-9001 certification must be provided by the Supply Contractor.
6. Where mid-manufacture in-person shop QA visits are waived as outlined in item 5 above, a final pre-delivery in-person shop QA visit by the RDN's inspector is required before shipment to the RDN's receiving facility.
7. The RDN's cost of QA will be a considered component of value with regard to evaluation of tank supply tenders.
8. Section 3 of the RDN sample supply agreement has been corrected to remove "off-loading" from the scope of supply and clarify that shipping terms are "DDP". Please see attached revised sample supply agreement revision 1.
9. As per Article 12 of the instructions to bidders, the RDN requires advance notice of any requested/required changes to the Supply Contract well in advance of tender closing time. If the RDN agrees to a request received prior to the closing time, then RDN will issue an Addendum to modify the Supply Contract.
10. The tender form may be manually filled out with pen and scanned, or text can be added to the pdf version using Adobe Acrobat or other pdf software. A fillable pdf version of the tender form will not be provided.

BETWEEN: \_\_\_\_\_ (the "Supply Contractor")

AND: Regional District of Nanaimo (the "Corporation")

THIS AGREEMENT WITNESSES that the Supply Contractor and the Corporation agree as follows:

1. The Supply Contractor shall provide all labour, Supply Contractor's Plant and Equipment and materials required to supply the Goods within the required time, as required by the Contract Documents further defined in the Standard Form Supply Contract General Conditions.
2. The Corporation shall pay the Supply Contractor the Contract Price, as required by the Contract Documents.
3. The Contract Price shall be the sum in Canadian Dollars of the following:
  - (a) \$ \_\_\_\_\_, and
  - (b) any payments made on account of changes, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation owing to the Supply Contractor by the Corporation for the Goods and shall cover and include necessary costs including but not limited to all supervision, labour, materials, Supply Contractor's Plant and Equipment, overhead, profit, financing costs, duty, shipping charges, fabrication and finishing, conveyance and delivery, packing, crating, freight, cartage, ~~off-loading~~, drafting charges, tariffs, warranty and all other costs and expenses whatsoever incurred in supplying the Goods (Incoterms DDP applies).

Except for the amounts which the RDN in good faith is disputing and except for any set off which the RDN may claim and except for invoices (or portions of invoices) in respect of which the RDN has requested and not received supporting evidence, the RDN shall pay invoices submitted to it for the Goods, within 30 days' receipt thereof.

4. Payment terms for the Goods shall be as follows:
  - (a) \_\_\_\_% of the Contract Price upon completion of certified shop drawings;
  - (b) \_\_\_\_% of the Contract Price upon receipt of all materials required for fabrication;
  - (c) \_\_\_\_% of the Contract Price upon shipping;
  - (d) 10% of the Contract Price upon delivery and acceptance to the Delivery Point.

5. The Supply Contractor shall supply all Goods to the Delivery Point on the date requested and confirmed by the Corporation, with one week notice. For scheduling purposes, this date will be XX weeks (*TBC depending on quoted delivery time*) from the date of the Supply Contract, plus or minus two weeks.
6. The Contract Documents shall form a part of this Agreement as though recited in full.
7. The Contract supersedes all prior negotiations, representations, or agreements, whether written or oral and is the entire agreement between the Corporation and the Supply Contractor with respect to the subject matter of this Agreement.
8. The Supply Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the Corporation which will not be unreasonably withheld.
9. No action or failure to act by the Corporation or an authorized representative of the Corporation shall constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
10. This Agreement shall enure to the benefit of and be binding upon the Corporation and the Supply Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Supply Contractor, the grants, covenants, provisos and claims, rights, powers, privileges, and liabilities shall be construed and held to be several as well as joint.
11. Time shall be of the essence of this Agreement.
12. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

REGIONAL DISTRICT OF NANAIMO

by its authorized signatory on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the date of Agreement):

SIGNED on behalf of the Corporation by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SUPPLY CONTRACTOR'S NAME]

by its authorized signatory on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

SIGNED on behalf of the Supply Contractor by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_