



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Réception des soumissions - TPSGC / Bid

Receiving - PWGSC

1550, Avenue d'Estimauville

1550, D'Estimauville Avenue

Québec

Québec

G1J 0C7

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

TPSGC-PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

<b>Title - Sujet</b> Dragage Traverse Nord 2019	
<b>Solicitation No. - N° de l'invitation</b> EE517-170476/B	<b>Date</b> 2016-11-30
<b>Client Reference No. - N° de référence du client</b> EE517-170476	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCM-008-16964
<b>File No. - N° de dossier</b> QCM-6-39067 (008)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-02-08</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Rochette, Jean	<b>Buyer Id - Id de l'acheteur</b> qcm008
<b>Telephone No. - N° de téléphone</b> (418) 649-2834 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Voie navigable du St-Laurent, Entre St-Jean Île d'Orléans et Cap Gribane Québec Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> VOIR DOC	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## INVITATION TO TENDER

**TITLE: MAINTENACE DREDGING – NORTH TRAVERSE, CAP-SANTÉ TRAVERSE, BÉCANCOUR AND LAKE ST-PIERRE (2019-2025)**

### IMPORTANT NOTICE TO BIDDERS

#### TENDER DOCUMENTS

Firms intending to submit tenders on this project should obtain tender documents through the website <https://www.achatsetventes-buyandsell.gc.ca/>

#### INSURANCE TERMS

The Insurance Terms for this solicitation are amended. Refer to the Supplementary Conditions SC01 - Insurance Terms in the hereby document.

#### FUEL PRICE ADJUSTMENT

This Invitation to Tender includes a fuel price adjustment clause. See Supplementary Conditions SC03: "Fuel price adjustment" in the hereby document.

#### DREDGES AND OTHER FLOATING EQUIPMENT

The Floating Plant Clause (FPC) and the General Instructions to Bidders GI06 -Registry and Certificate of Qualification of floating plant are mandatory conditions with which bids for federal government dredging projects must comply. See article SC06 - Floating Plant Clause in Section - Supplementary Conditions and article GI06 - Registry and Certificate of Qualification of Floating Plant in article SI09. If in doubt, it is strongly recommended that the bidder contact the Contracting Authority during the solicitation period. Ignorance will not be accepted as justification for exemption from a requirement or a condition, and failure to comply with any requirement or condition could result in the disqualification of the bid.

#### LAND DISPOSITION AND SEDIMENT RECOVERY

This invitation to tender allows the bidder to carry out land disposition and the recovery of part of the dredged sediments provided that the requirements of the contract are respected as well as the deadlines. By choosing this method of disposal, the bidder undertakes to respect and comply at its costs to all applicable legislation and regulations for this type of land-based sediment management operation and to obtain any certificate of authorization, permit or other necessary. In addition, the bidder undertakes to hold safe and harmless Canada from all claims, actions, suits, losses, costs and damages that may arise from its land management activities, recovery and reuse of such sediments.

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## **INTEGRITY PROVISIONS - BID**

Changes have been made to the Integrity Provisions - Bid as of 2016-04-04. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

## **LISTING of SUBCONTRACTORS**

As per GI07 of R2710T you should provide using Appendix 11 at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.

## **ADDITION OF PERFORMANCE EVALUATION-CONTRACT**

Take note of the additional paragraph to be included in clause R2810D identified in SC11.

## **ADDITION OF TERMINOLOGY**

Take note of the additional paragraph to be included in clause R2810D identified in SC12.

## **DEFINITION**

In this Invitation to Tender, the term "TSHD" means "Trailing Suction Hopper Dredge equipped with doors in the hull or could have a split hull". The term "other floating plant" means any equipment used to execute this dredging project, including Clam Shell Dredge but excluding the TSHD. The term "floating equipment" includes the TSHD and any other floating plant.

## **CONTEXT OF WORK**

The St. Lawrence/Great Lakes waterway is a 3,700-km international shipping route that links the Atlantic Ocean to Quebec ports the whole of its length and to 65 ports on the Great Lakes, the industrial and agricultural heartland of North America. The St. Lawrence waterway is Canada's main shipping route, and is therefore vital from an economic standpoint. The St. Lawrence River is also recognized world-wide for the variety and abundance of its wildlife habitats.

The Canadian Coast Guard is responsible for annual maintenance of the waterway's Canadian section to ensure the safety of mariners and protect the environment. The objective of this dredging work is to restore the depth shown on marine charts by removing accumulated sediment caused by settling.

At more or less 60,000 cubic metres per year, the maintenance dredging contract for the North Traverse is the largest in the area from Montreal to Île-aux-Coudres.

The 30-km section of the North Traverse between Saint-Jean, Île d'Orléans and Cap Gribane has several distinguishing features that must be considered by the Contractor carrying out this dredging work.

This section of the river experiences the most severe weather conditions between Montreal and Île-aux-Coudres. Frequent wind storms generate tall waves. Currents produced by tidal action and the meeting of fresh and salt waters are strong and unpredictable. Tidal action also results in daily water level variations of over 6 metres. Occasional dense fog that limits visibility is another element that must be considered.

From a navigational standpoint, this area is also distinctive as there are some 5,000 passages of ships per year, including oil tankers of up to 150,000 deadweight tonnes that supply the Ultramar refinery in Saint-Romuald every week. In order to ensure the safety of navigation through the North Traverse, dredging plant must be capable of rapid movement.

The difficult navigation conditions in and around the North Traverse and the importance of carrying out dredging work as safely as possible mean that the plant used for the work must be a trailing suction hopper dredge. There can be no question of using several appliances in the North Traverse for this project, since this would increase the risk of collision with ships using the Traverse and may compromise the health and safety of workers.

The dredging work in this Contract also consists of annually removing approximately 2,000 m<sup>3</sup> in the Cap-Santé Traverse sector, 21,000 m<sup>3</sup> in the Bécancour sector. The dredging work in the Lake St-Pierre sector consists removing approximately 5,000 m<sup>3</sup> every other year.

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## TABLE OF CONTENTS

### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Enquiries During the Solicitation Period
- SI03 Bidder's conference
- SI04 Revision of Bid
- SI05 Bid Results
- SI06 Insufficient funding
- SI07 Bid Validity Period
- SI08 Mandatory Bid Requirements
- SI09 GI06 - Registry and Certificate of qualification of Other Floating Plant
- SI10 GI08 - Bid Security Requirements
- SI11 Web Sites
- SI12 Financial Bid

### R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2016-04-04)

The following GI's are included by reference and are available at the following Web Site

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

### SUPPLEMENTARY CONDITIONS (SC)

- SC01 Insurance Terms
- SC02 Fuel price adjustment
- SC03 Mandatory Contract Conditions
- SC04 Monitoring of detailed project plan implementation
- SC05 Contingency Plan
- SC06 Floating Plant Clause
- SC07 Conditions Applicable in Case of a Temporarily Leave
- SC08 Maintenance of equipment in good condition
- SC09 Equipment replacement during the contract term
- SC10 GC9 – Contract security
- SC11 Performance Evaluation-Contract
- SC12 Interpretation
- SC13 Price justification

## **CONTRACT DOCUMENTS (CD)**

### **BID AND ACCEPTANCE FORM (BA)**

- BA01 Identification
- BA02 Business Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period
- BA05 Acceptance and Contract
- BA06 Contract term
- BA07 Duration of work
- BA08 Bid Security
- BA09 Certification
- BA10 Signature

### **APPENDIX**

- Appendix 1 Combined Price Form
- Appendix 2 Departmental Representative authority
- Appendix 3 Detailed project plan
- Appendix 4 Identification and destination of floating equipment
- Appendix 5 Other Floating Plant Description
- Appendix 6 Summary project plan
- Appendix 7 Experience of the Superintendent
- Appendix 8 Experience of the Bidder
- Appendix 9 Bid security form
- Appendix 10 Integrity provisions
- Appendix 11 Listing of subcontractors
- Appendix 12 Certificate of insurance

### **ANNEX**

- Annex 1 Request for Certificate of Qualification Floating Plant

### **DRAWINGS AND SPECIFICATIONS**

Specifications No R.201925.001 including Annex 1 to 9.

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## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 BID DOCUMENTS

- 1) The following are the bid documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2016-04-04)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

- 2) General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this bid must be submitted in writing to [jean.rochette@tpsgc-pwgsc.gc.ca](mailto:jean.rochette@tpsgc-pwgsc.gc.ca), the Contracting Authority named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T "General Instructions to Bidders", enquiries should be received no later than **five (5) calendar days** prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Authority shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Authority named on the Invitation to Tender - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid. Bidders must not contact any other employee of Canada to discuss matters related to the Invitation to Tender. Only those answers submitted in accordance with the procedure described in clause SI02 will bind Canada. Questions and other communication that do not comply with this requirement will not be answered nor considered.

### SI03 BIDDER'S CONFERENCE

A bidders' conference will be held on **December 20 2016** at the Federal building located at 1550 D'Estimauville Avenue, Québec City, Quebec. A bidders' conference will be held in French at 9:30 a.m. and another one in English will begin at 1:30 p.m. During the conference, the scope of some of the requirements and conditions in this Invitation to Tender will be examined, followed by a question period.

Bidders should e-mail the names of those attending the conference to the Contracting Authority and specify whether they will attend the French or the English conference. Bidders and their representatives may attend both French and English conferences. Bidders should also e-mail a list of questions they wish to ask, a minimum of two (2) days before the conference date (see e-mail address in SI02 1, above).

Highlights of the conference as well as any clarifications or changes resulting from the conference will be applied to the Invitation to Tender in the form of an amendment, which will be posted on buyandsell.gc.ca.

#### **SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with G110 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (418) 648-2209.

#### **SI05 BID RESULTS**

- 1) A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
- 2) Following solicitation closing, bid results may be obtained by calling the bid receiving office at Telephone No. (418) 649-2888.

#### **SI06 INSUFFICIENT FUNDING**

1. In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may
  - a. cancel the solicitation; or
  - b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
  - c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

#### **SI07 BID VALIDITY PERIOD**

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) above is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) above is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or

(b) cancel the invitation to tender.

4) The provisions expressed herein do not in any manner limit Canada’s rights in law or under GI11 of R2710T “General Instructions to Bidders”.

**SI08 MANDATORY BID REQUIREMENTS**

Bids shall comply with all of the mandatory requirements in the invitation to tender documents in order to be declared responsive, including the mandatory requirements set out in other sections of the invitation to tender documents.

If Canada requests that the bidder submit information or documents within a time period specified in this clause or in a written request made to the bidder, failure to provide these documents or this information at Canada’s request within the specified time period will result in the bid being deemed non-responsive.

<i><b>Mandatory requirements</b></i>	<i><b>Reference</b></i>	<i><b>Time Frame for Submitting Requested Document</b></i>
<p><b>1 Identification and destination of dredging equipment</b></p> <p>For each dredging sector, the Bidder must provide a list of the floating equipment it intends to use to perform the dredging work by filling out and submitting Appendix 4.</p>	<p>Appendix 4 to this Invitation to Tender</p> <p>Specifications, Section 01 11 01, article 1.4.3 and section 35 20 24 article 2.1</p>	<p>Appendix 4 must be submitted before the date and time of bid closing.</p>
<p><b>2 Registration - Floating plant and TSHD – Other than the North Traverse sector</b></p> <p>All other floating plant used to execute the dredging project must, including a TSHD that would be proposed for the dredging sectors other than the North Traverse sector must be registered in Canada at the time of bid closing.</p> <p>The Bidder must identify the other floating plant, including support equipment, if applicable, that will be used during the entire contract term, by filling out Appendix 5 and submitting it before the date and time of bid closing.</p> <p>Upon request, the Bidder shall demonstrate that the other floating plant are registered in Canada.</p>	<p>Article SC06: Floating Plant Clause</p> <p>Appendix 5 to this Invitation to Tender</p>	<p>Appendix 5 must be submitted before the date and time of bid closing.</p> <p>Proof of registration within forty-eight (48) hours following the written request by Canada.</p>

<b>Mandatory requirements</b>	<b>Reference</b>	<b>Time Frame for Submitting Requested Document</b>
<p><b>3 Certificate of qualification - Floating plant and TSHD – Other than the North Traverse sector</b></p> <p>If, for the performance of the work, the Bidder proposes other floating plants that are NOT OF CANADIAN MAKE OR MANUFACTURE (which includes a TSHD that would be proposed for the dredging sectors other than the North Traverse sector), it must provide an <b>original document or a certified copy</b> of the certificate of qualification issued by Industry Canada for each equipment that are not of Canadian make or manufacture. The original will be returned to the Bidder following assessment of the bids.</p> <p>If, at the time of bid closing, the certificate is not appended to the bid for any of the other floating plant manufactured abroad and listed in Appendix 4, the bid will be considered unresponsive.</p> <p>See Annex 1 for an Industry Canada certificate application template.</p> <p>Note: a certified copy is a photocopy of an original document that has been certified as being a true and accurate copy of the original document. Only the office of Industry Canada that issues the certificate of qualification can produce a certified copy or its authorized representative.</p>	<p>Article SC06:            Floating Plant Clause</p> <p>Annex 1 to this Invitation to Tender</p>	<p>The certificate of qualification must be submitted before the date and time of bid closing.</p>
<p><b>4 Experience of the Superintendent <sup>(1)</sup></b></p> <p>The Bidder shall supply with its bid the name of the Superintendent it intends to employ to perform the dredging work. The proposed Superintendent shall have accumulated a minimum of twelve (12) months of experience in dredging work as Superintendent performed on floating equipment since January 1 2007 in commercial waterways and/or commercial ports.</p> <p>In submitting and signing its bid, the Bidder certifies that the Superintendent has the requested minimum experience. Prior to the award of a contract, and within forty-eight (48) hours following the written request, the Bidder shall fill out and submit Part 2 of Appendix 7. The Bidder must submit the Superintendent résumé along with the Part 2 of Appendix 7. Clients identified as references may be contacted. If the Bidder does not submit the requested information within the prescribed time frame, or does not meet the minimum requirements, the bid will be rejected.</p>	<p>Appendix 7 to this Invitation to Tender</p> <p>Article GC2.6 4) of General Conditions R2820D</p>	<p>The name of the Superintendent must be submitted before the date and time of bid closing. Part 1 of Appendix 7 may be used for this purpose.</p> <p>Part 2 of Appendix 7 and the résumé must be submitted prior to contract award, within forty-eight (48) hours following the written request by Canada.</p>

<b>Mandatory requirements</b>	<b>Reference</b>	<b>Time Frame for Submitting Requested Document</b>
<p><b>5 Experience of the Bidder</b></p> <p>The Bidder shall have performed a minimum of twelve (12) months of maintenance or capital dredging works since January 1, 2007, in commercial waterways and/or commercial ports.</p> <p>These projects must have been completed by the same legal body that submit a Bid in response to the hereby Invitation to Tender. In submitting and signing its bid, the Bidder certifies that it has the requested minimum experience.</p> <p>Prior to the award of a contract, and within forty-eight (48) hours following the written request, the Bidder shall fill out and submit Appendix 8. Clients identified as references may be contacted. If a Bidder fails to provide the requested information within the prescribed time frame, or fails to meet the minimum requirements, the bid will be rejected.</p>	<p>Appendix 8 to this Invitation to Tender</p>	<p>Appendix 8 must be submitted prior to contract award and within forty-eight (48) hours following the written request by Canada.</p>
<p><b>6 Discrepancy of annual lump sum amount</b></p> <p>Any bid that either one or the other of the annual lump sum amount has a discrepancy greater than twenty-five percent (25%) above or below the mean of the total annual lump sum amount will be rejected.</p>	<p>Appendix 1 to this Invitation to Tender</p>	<p>At bid closing</p>
<p><b>7 Summary project plan</b></p> <p>The Bidder must include a summary project plan with its bid, describing project milestones. “Project” means all activities required from the time the Contract is awarded, and the work begins, in June 2019 to have a TSHD that meets all the contract requirements specified in this Invitation to Tender. This plan must include, but not be limited to, the items listed in Appendix 6.</p> <p>The summary project plan to be submitted by the Bidder must be jointly written and signed by the Bidder and a naval architect.</p> <p>If the summary project plan is not included with the proposal at the time of bid closing, the bid will be considered unresponsive.</p>	<p>Appendix 6 to this Invitation to Tender</p>	<p>The summary project plan must be submitted before the date and time of bid closing.</p>

<b>Mandatory requirements</b>	<b>Reference</b>	<b>Time Frame for Submitting Requested Document</b>
<p><b>8 Naval Architect</b></p> <p>Under this project, the Contractor shall hire a consulting firm in naval architecture and marine engineering, to ensure the expertise required for the design, project management and work monitoring phases.</p> <p>For the purposes of requirement 7 of SI08, the naval architect must have a minimum of ten (10) years of experience in naval architecture as a project manager and/or designer and/or shipbuiding work site supervisor.</p> <p>The Bidder must submit with its bid the résumé of the naval architect, who must co-sign the summary project plan. The résumé must include all information relevant for assessing whether the proposed naval architect meets the requirements. Canada reserves the right to verify the information provided.</p> <p>If the naval architect does not meet the requested minimum requirements, the bid will be rejected.</p>		<p>The Naval Architect's résumé shall be submitted before the date and time of bid closing.</p>

- (1) If the name of the Superintendent submitted by the bidder in Appendix 7 is not the same at the start of the dredging work, Canada must be informed prior to the start of the dredging work in order to authorise in writing the replacement of the Superintendent. Failing which it, Canada may refuse to deliver documents or certificates regarding progress payments, substantial performance or final completion until Canada is satisfied with the Superintendent proposed.

**SI09 GI06 - REGISTRY AND CERTIFICATE OF QUALIFICATION OF OTHER FLOATING PLANT**

The General Instructions to bidders GI06 - Registry and Certificate of qualification of other floating plant of SACC clause R2710T are amended as follow:

The TSHD and other floating plant to be used, if such is the case, in the performance of the Work must be on Canadian registry. For the TSHD to be used in sectors other than the North Traverse sector and the other floating plant that are not of Canadian make or manufacture, the Bidder must obtain a certificate of qualification from Industry Canada as described in SC06 Floating Plant Clause and this certificate must accompany the bid. Plant so qualified by Industry Canada may be accepted on this project.

See SI08: Special Instructions to Bidders for further detail.

## SI10 GI08 - BID SECURITY REQUIREMENTS

The General Instructions to Bidders IG08 - Bid Security Requirements of SACC clause R2710T are included herein but Paragraph 2 is amended as follow:

- 2) A bid bond (Bid bond form in Appendix 9) shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.

## SI11 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL>

Business Access Canada <http://www.contractsCanada.gc.ca/index-eng.html>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGSC-TPSGC 506) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Certificate of Insurance (form PWGSC-TPSGC 357) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

SACC Manual <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

Schedules of Wage Rates for Federal Construction Contracts [http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

PWGSC, Industrial Security Services  
<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

## IP12 FINANCIAL BID

The total amount of the bid excludes taxes

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INSURANCE TERMS**

#### **SC01.1 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in clause SC01.2 hereinafter. The Contractor must maintain the required insurance coverage from the first day of the mobilization to the last day of the demobilization of each dredging period for the duration of the Contract. The insurance coverage is not required between dredging periods. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days before the scheduled start of work date of each first dredging period, a Certificate of Insurance in the form of a Certificate of Insurance (in Appendix 12 to this Invitation to tender) or acceptable equivalent, evidencing the insurance coverage of the first and second dredging period of the current year and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **SC01.2 Marine Liability Insurance**

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of \$100,000,000.00. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

- (c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### SC01.3 Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
  - f. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**  
*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**SC02 FUEL PRICE ADJUSTMENT**

1. The Contract will be amended at the end of each dredging year to reflect an increase or a decrease, compared with the benchmark price, in the cost of the fuel used for the work in the Contract.
2. The fuel price adjustment will be based on the volume of dredged material for which payment has been made. Canada will apply a factor of 14% to the unit cost per m<sup>3</sup> for the cost of fuel needed to perform the dredging work.
3. There will be no fuel price adjustment for mobilization or demobilization.
4. Price variation will be determined according to the average price for Quebec City posted in the "Furn No.2" category under the heading "Canadian Unbranded Rack Price" on the Bloomberg Oil Buyers Guide Web site. For the purposes of this contract, the benchmark price is the one published on December 16, 2016.
5. Price adjustment formula:
  - a) Legend:
    - PA: price adjustment
    - DF: price on the date work starts at the beginning of a given dredging period in compliance with Article 4 of this clause
    - BEN: benchmark price in compliance with Article 4 of this clause
    - UP: unit price per m<sup>3</sup> according to the item featured in the unit price table
    - PV: paid volume according to the item featured in the unit price table

- b) Calculation of price variation:

$$PA = (DF - BEN) / BEN \times UP \times PV \times 14\%$$

Note 1: The fuel price adjustment formula will be calculated separately for each dredging period and for each item for which a unit cost per m<sup>3</sup> is featured in the unit price table.

Note 2: PA could be positive or negative. As a result, the annual portion of the contract will be adjusted upwards or downwards as required.

6. Although the price variation is calculated for each dredging period and for items with a unit cost per m<sup>3</sup>, only one annual adjustment shall be made. It should appear on the final Request for Payment form for the dredging year and will be considered to be an amendment to the contract.

### SC03 MANDATORY CONTRACT CONDITIONS

The Contractor must comply with all mandatory contract conditions, failing which it shall be considered in default of contract. Mandatory conditions include the mandatory requirements set out in other section of the Contract, including the clauses in the Bid and Acceptance Form and conditions and clauses incorporated by reference into the Contract.

If Canada requests that the Contractor submit information or documents within a time period specified in this clause or in a written request made to the Contractor, failure to provide these documents or this information at Canada’s request within the specified time period will result in the contract being deemed in default.

<b>Mandatory Conditions</b>	<b>Reference</b>	<b>Time Frame for Submitting Requested Document</b>
<p><b>1. Registration - TSHD and Other floating plants</b>            During work periods the TSHD and other floating plant, if applicable, that will be used to perform the work, must be registered in Canada at all times.</p> <p>Upon request, the Contractor shall demonstrate that the TSHD and other floating plant, if applicable, are registered in Canada.</p>	<p>Article SC06:            Floating Plant Clause</p> <p>Article GC1.8 of            General Conditions            R2810D</p>	<p>Proof of registration within forty-eight (48) hours following a written request by Canada.</p>
<p><b>2. Certificate of qualification – Ship modified into a TSHD</b></p> <p>Contractors that propose a ship they modified into a TSHD that is NOT OF CANADIAN MAKE OR MANUFACTURE to perform the work must submit an original or a <b>certified copy</b> of the certificate of qualification issued by Industry Canada prior to the start of work. The certificate of qualification is mandatory for performing dredging work with a TSHD that is not of Canadian make or manufacture.</p> <p>If the TSHD is Canadian-manufactured, no documentation is required for this condition.</p> <p>See Annex 1 for a template of the request for certificate from Industry Canada.</p> <p>The Contractor will be considered in default of contract if this condition is not met by the start of the work.</p>	<p>Article SC06:            Floating Plant Clause</p> <p>Annex 1 to this            Invitation to Tender</p>	<p>The certificate of qualification must be submitted the start of the work.</p> <p>Note: if the Contractor replaces the TSHD or other floating plant during the contract term, the requirements set out in this article shall be met within a minimum of fifteen (15) days prior to operating the replacement equipment. (See SC09)</p>

<b>Mandatory Conditions</b>	<b>Reference</b>	<b>Time Frame for Submitting Requested Document</b>
<p><b>3. Mandatory TSHD characteristics</b></p> <p>It is a single hull self-propelled ship designed to suction-dredge marine shoals while moving and store dredged sediment in its hopper. The TSHD shall be equipped with doors in the hull or could have a split hull to unload the spoils. The TSHD may be fitted with either one or two trailing drag arms. The volume of the hopper shall be at least 750 m<sup>3</sup>.</p> <p>The Contractor shall be considered in default of contract if this condition is not met at all times during the contract term.</p>	<p>Specifications, Section 35 20 24, articles 2.1.1</p>	<p>The Contractor shall demonstrate that the TSHD meets this requirement within forty-eight (48) hours following the written request by Canada.</p>
<p><b>4. Detailed project plan</b></p> <p><b>Requirement applicable only to a Contractor who will build a TSHD or who will modify a ship into a TSHD:</b></p> <p>The Contractor must submit a detailed project plan describing all phases of the project from the date that the detailed project plan is submitted to the date on which the dredging work starts, in June 2019, in order to have a TSHD that meets all the contract requirements set out in this Contract. This plan must include, but not be limited to, the items listed in Appendix 3. The detailed project plan that must be submitted by the Contractor must be jointly written and signed by the Contractor and the Naval Architect. The Naval Architect is also responsible for co-signing with the Contractor any amendments to the detailed project plan.</p> <p>The Contractor will have four (4) weeks to submit the detailed project plan following the contract award date.</p> <p>If the Contractor does not submit the detailed project plan within the prescribed time frame, or does not properly address the requested items, it shall be considered in default of contract.</p>	<p>Appendix 3: Detailed Project Plan</p>	<p>The detailed project plan must be provided within four (4) weeks following the contract award date.</p>

<b>Mandatory Conditions</b>	<b>Reference</b>	<b>Time Frame for Submitting Requested Document</b>
<p><b>5. Naval Architect</b></p> <p><b>Requirement applicable only to a Contractor who will build a TSHD or who will modify a ship into a TSHD:</b></p> <p>For this project, the Contractor shall hire a consulting firm in naval architecture and marine engineering to implement the detailed project plan in order to be ready to begin the dredging work in June 2019.</p> <p>For the purposes of SC03 requirement No. 3, the person designated as Naval Architect must be a naval architect and have a minimum of ten (10) years of experience in naval architecture as a project manager and/or designer and or shipbuiding work site supervisor.</p> <p>If the Naval Architect who will sign the detailed project plan is not the same person who signed the summary project plan, the Contractor must inform the Contracting Authority of the change as soon as possible, and must submit the résumé of the new Naval Architect. The purpose of the résumé is to demonstrate that the new Naval Architect meets the educational and experience requirements. Canada reserves the right to verify the information thus provided.</p> <p>If the Naval Architect who will sign the detailed project plan is the same person who signed the summary project plan, no documentation is required for this criterion.</p>	<p>Item 3 of Article SC03 Detailed Project Plan</p>	<p>If applicable, the résumé must be provided within forty-eight (48) hours following a written request by Canada.</p>

**SC04 MONITORING OF DETAILED PROJECT PLAN IMPLEMENTATION**

To ensure that the TSHD proposed by the Contractor is ready and authorized to begin initial dredging operations in June 2019, the Departmental Representative will monitor the implementation of the detailed project plan and the schedule. Monitoring activities will take the form of progress meetings and reports, shipyard site visits, schedule updates and requests for information or documents, such as purchase orders and projected delivery dates.

1. Progress meetings, chaired by the Departmental Representative, will take place generally once a month. The location of the meetings will be settled by the Departmental Representative beforehand. On the Departmental Representative or Contractor’s request, interim meetings may also be scheduled. Contractor’s attendees at these meetings will, as a minimum, be its Project Manager and Naval Architect.

2. The Contractor must submit monthly progress reports, in electronic format, to the Departmental Representative within 4 to 7 days prior to the progress meetings. The monthly report must contain two parts:
- (a) Part 1: The Contractor must answer the following two questions:
- (i) Is the project on schedule?
  - (ii) Is the project free of any areas of concern for which Canada should be informed?
- Each negative response must be supported with an explanation.
- (b) Part 2: A narrative report, brief, yet sufficiently detailed to enable the Departmental Representative to evaluate the progress of the Work, containing as a minimum:
- (i) A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
  - (ii) An explanation of any variation from the work plan and remedial measures the contractor intends to take.

If the TSHD the Contractor proposes to use to execute this project already meets all the requirements set out in this Invitation to Tender, a progress report or meeting is not required.

## **SC05 CONTINGENCY PLAN**

As stated in SC04, the Departmental Representative will monitor the implementation of the detailed project plan and its schedule. If the work falls behind schedule, the Departmental Representative may call a meeting with the Contractor and key stakeholders, including the project manager and the Naval Architect to discuss the situation and develop a plan to recover the accumulated time lost to ensure that the TSHD is ready to begin the work on time.

If the Departmental Representative deems that the time lost cannot be recovered, and that the performance of the dredging work in June 2019 is compromised, Canada will inform the Contractor and the bonding or surety company of the situation in writing. Furthermore, the Contractor shall not be relieved of its duties and, should the TSHD is not ready for the beginning of the Work, shall retain the services of a domestic or foreign dredging company for which the TSHD complies with the requirements of this solicitation to perform the dredging work in June 2019 in the amount of the Contract and at no additional cost to Canada.

## **SC06 FLOATING PLANT CLAUSE**

### Trailing suction hopper dredge

To be used in this dredging project, a trailing suction hopper dredge must be registered and manufactured in Canada.

However, a contractor wishing to use trailing suction hopper dredges of non-Canadian make or manufacture must obtain a certificate of qualification from Industry Canada before beginning the dredging work. A certificate of qualification will only be issued if the trailing suction hopper dredge has undergone modifications in Canada to improve it that are valued at more than its purchase price.

Applications for a certificate of qualification must be sent to:

Director, Defence and Marine  
Aerospace, Defence and Marine Branch  
INDUSTRY CANADA  
CD Howe Building, Room 733C  
235 Queen Street  
Ottawa, Ontario  
K1A 0H5

Applications for a certificate of qualification may be submitted by providing the information required in the form entitled "Certificate of Qualification of Floating Plant."

The contractor must provide a certified true copy of the certificate of qualification of the trailing suction hopper dredge to the PWGSC Departmental representative before the start of work.

Other floating plants and TSHD to be used in sectors other than the North Traverse sector:

If other floating plant or other TSHD are used for this dredging project in sectors other than the North Traverse sector, they must be registered and manufactured in Canada and if applicable, have obtained a certificate of qualification from Industry Canada.

However, a bidder wishing to provide other floating plant that are not of Canadian make or manufacture must obtain a certificate of qualification from Industry Canada before submitting its bid. Applications for a certificate of qualification must be sent to the Director, Defence and Marine Branch, Industry Canada, at the address above. The Director, Defence and Marine Branch, Industry Canada, must receive the application a minimum of fourteen (14) days before the bid submission closing date.

The bidder must provide, with its bid, a certified true copy of the certificate of qualification issued by Industry Canada.

Floating plants evaluated and approved by Industry Canada may be accepted for this dredging project.

#### **SC07 CONDITIONS APPLICABLE IN THE CASE OF A TEMPORARILY LEAVE DURING THE EXECUTION OF WORK**

In the event that the Contractor wishes to leave the work site temporarily during the main work period, the contractor requires the authorization of the Departmental Representative. The Contractor shall provide written notice to the Departmental Representative, along with a revised schedule, 14 days before its planned departure, in order to obtain the authorization of the Departmental Representative on the revised schedule, the latter of which may draw up a list of work that the Contractor must complete before temporarily leaving the work site. The purpose of this work will be to ensure that the waterway is safe and accessible.

Even if the Contractor obtains authorization from the Departmental Representative to temporarily leave the work site, the Contractor will be responsible for all costs incurred by the Departmental Representative for various unforeseen work and additional required bathymetric surveys (reference: Item 1.12.9, Sect. 35 20 23, DREDGING), including, without limiting the generality of the foregoing, all work necessary to prepare said list of work and all work required and/or damages caused during the temporary absence of the Contractor. This temporary absence shall not relieve the Contractor of the obligation to complete the work within the period specified in the contract.

## **SC08 MAINTENANCE OF EQUIPMENT IN GOOD CONDITION**

In accordance with the provisions of article GC1.8 "Laws, Permits and Taxes," of SACC clause R2810D, the Contractor shall ensure that all floating equipment used for this contract complies with legislative and regulatory provisions in force during the dredging periods. At the request of the Departmental Representative, the Contractor shall demonstrate, within the set time frame, that its floating equipment have all of the certificates, permits and other documentation required to execute the work. If a certificate, permit or other documentation is to expire during a dredging period, the Contractor shall make the arrangements necessary to ensure full availability of the floating equipment during the dredging periods. The Departmental Representative may ask the Contractor to submit a schedule for obtaining any certificates, permits or other documentation that may expire in the course of the work as well as any periodic inspections, dry docking or other activities that may occur.

## **SC09 FLOATING EQUIPMENT REPLACEMENT DURING THE CONTRACT TERM**

Should the Contractor replace either one or the other of its floating equipment during the contract term, the Contractor shall notify the Departmental Representative for his approval an equipment replacement request at least 15 days prior to the use of the new floating equipment. The replacement floating equipment shall meet all the mandatory requirements before being brought into service.

## **SC10 CONTRACT SECURITY**

SC10.1 Obligation to Provide Contract Security  
SC10.2 Types and Amounts of Contract Security

### **SC10.1 Obligation to Provide Contract Security**

- 1) The Contractor shall, at the Contractor's expense and within 14 days after the contract award date, obtain and deliver Contract Security to Canada in one of the forms prescribed in SC10.2, "Types and Amounts of Contract Security".
- 2) If the whole or a part of the Contract Security provided is in the form of a security deposit, it shall be held and disposed of in accordance with GC5.13, "Return of Security Deposit", and GC7.4, "Security Deposit - Forfeiture or Return".
- 3) It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.

### **SC10.2 Types and Amounts of Contract Security**

- 1) The Contractor shall deliver to Canada either (a) or (b).
  - (a) A performance bond, valid for three (3) years in the amount of 50 percent of the sum of the annual contract amount for the calendar year for which the performance bond is required and the following year.

Notwithstanding the above paragraph, the bond amount required for contract award in accordance with SC10.1 1) and May 24 2018 must be equivalent to 50 percent of the value of contract years 2019 and 2020.

While the performance bond must be valid for a period of three (3) years, it must be renewed annually and be valid for three (3) years from each renewal. The table below indicates the performance bond required.

Time frame for submitting the performance bond to the contracting authority	Performance bond validity period	Year of reference to establish the performance bond amount
Within 14 days of the contract award date <sup>(1)</sup>	2017, 2018 and 2019	2019 and 2020
May 24 2018 <sup>(1)</sup>	2018, 2019 and 2020	2019 and 2020
May 24 2019	2019, 2020 and 2021	2019 and 2020
May 24 2020	2020, 2021 and 2022	2020 and 2021
May 24 2021	2021, 2022 and 2023	2021 and 2022
May 24 2022	2022, 2023 and 2024	2022 and 2023
May 24 2023	2023, 2024 and 2025	2023 and 2024

(1) The costs of the first two performance bonds, that of the contract award in 2017 and that of May 24, 2018 must be included in the lump sum of 2019. However, they will be payable on presentation of an invoice following their implementation. Only the 2017 and 2018 performance bond costs will be payable prior to commencement of work.

- (b)
  - i) A security deposit in an amount that is equal to and not less than 10 percent of the amount equivalent to three-sevenths (3/7) of the total contract amount. The security deposit shall be held by Canada for the entire contract term. However, if the Contractor provided a security deposit in the form of a bank draft or money order, upon acceptance of the work for 2016, Canada will release one third of the amount of the security deposit. Following acceptance of the work for 2017, another third of the original amount of the security deposit will be released;  
 or
  - ii) an irrevocable standby letter of credit in an amount that is equal to and not less than 10 percent of the annual contract value of the calendar year in which the irrevocable standby letter of credit is required and for the following year.

Notwithstanding the above paragraph, the amount of the irrevocable standby letter of credit required upon acceptance of the offer in accordance with SC10.1 (1) must be equivalent to the value of the contract for the years 2012 and 2013.

Although the irrevocable standby letter of credit must be valid for a period of three (3) years, it must be renewed each year and be valid for three (3) years at each renewal. The table below indicates the irrevocable letters of credit required.

Time frame for submitting the irrevocable standby letter of credit to the contracting authority	Irrevocable standby letter of credit validity period	Year of reference to establish the irrevocable standby letter of credit amount
Within 14 days of the contract award date <sup>(1)</sup>	2017, 2018 and 2019	2019 and 2020
May 24 2018 <sup>(1)</sup>	2018, 2019 and 2020	2019 and 2020
May 24 2019	2019, 2020 and 2021	2019 and 2020
May 24 2020	2020, 2021 and 2022	2020 and 2021
May 24 2021	2021, 2022 and 2023	2021 and 2022
May 24 2022	2022, 2023 and 2024	2022 and 2023
May 24 2023	2023, 2024 and 2025	2023 and 2024

(1) The cost of the first two standby letters, that of the contract award in 2017 and that of May 24, 2018 must be included in the lump sum of 2019. However, it will be payable on presentation of an invoice following their implementation. Only the 2017 and 2018 standby letters costs will be payable prior to commencement of work.

- 2) A performance bond (form PWGSC-TPSGC 505) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada.
- 3) A security deposit referred to in subparagraph 1)(b) of GC9.2 shall be in the form of
  - (a) a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself;
  - or
  - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
- 4) For the purposes of subparagraph 3)(a) of GC9.2
  - (a) a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4)(c) of GC9.2, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and

- 
- (c) An approved financial institution is
- (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
  - (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
  - (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
  - (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
  - (v) Canada Post Corporation.
- 5) Bonds referred to in subparagraph 3)(b) of GC9.2 shall be provided on the basis of their market value current at the date of the Contract, and shall be
- (a) made payable to bearer; or
  - (b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - (c) registered as to principal, or as to principal and interest, in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
- 6) An irrevocable standby letter of credit referred to in subparagraph 1)(b) of GC9.2 shall
- (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
    - (i) is to make a payment to, or to the order of, Canada as the beneficiary;
    - (ii) is to accept and pay bills of exchange drawn by Canada;
    - (iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
  - (b) state the face amount that may be drawn against it;
  - (c) state its expiry date;
  - (d) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by Canada;

- (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
- (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) be issued or confirmed, in either official language in a format left to the discretion of the issuer or confirmer, by an approved financial institution on its letterhead.

### **CS11 PERFORMANCE EVALUATION-CONTRACT**

R2810D General Condition is modified to include the following GC1.22.

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:
  - a. quality of workmanship
  - b. time
  - c. project management
  - d. contract management
  - e. health and safety
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
  - a. unacceptable: 0 to 5 points
  - b. not satisfactory: 6 to 10 points
  - c. satisfactory: 11 to 16 points
  - d. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
  - a. For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.
  - b. For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.
  - c. For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
  - d. For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
  - e. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for

construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form PWGSC-TPSGC 2913, Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

## **SC12 INTERPRETATION**

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

“Architectural and Engineering Services”:

means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.

“Construction Services”:

means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

“Facility Maintenance Services”:

means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

## **SC13 PRICE JUSTIFICATION**

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

## CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2016-04-04);
GC2	Administration of the Contract-	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2882D	(2016-01-28);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);

Supplementary Conditions
  - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Maintenance dredging of the North Traverse, Cap-Santé Traverse, the Bécancour to Batiscan sector and Lake St-Pierre of the St. Lawrence waterway for a 7 year period. All the work under this Invitation to Tender regarding the North Traverse has be performed using a TSHD. Work covered in this Invitation to Tender regarding the other sectors may be performed using a TSHD or a Clam Shell Dredge.

Solicitation no: EE517-170476/B  
Project no: R.201925.001

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

Email address: \_\_\_\_\_

### BA03 THE OFFER

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1.**

### BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of **120 days** following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents.

### BA06 CONTRACT TERM

The Contract shall be valid from the contract award date to November 30, 2025.

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## **BA07 DURATION OF WORK**

### **1. First dredging period**

For each year of the Contract, the Contractor shall perform and complete the work of the first dredging period between May 28 and June 29. Work in the Bécancour sector shall begin between May 28 and June 1. Work in the Cap-Santé Traverse sector shall be carried out and completed immediately following Bécancour's work. Work in the North Traverse sector shall be carried out and completed immediately following the work of the Cap-Santé Traverse sector.

### **2. Second dredging period**

For each year of the Contract, the Contractor shall perform and complete the work of the second dredging period between August 20 and November 7. Work in the North Traverse sector shall be carried out and completed between August 20 and October 12. Work in the Bécancour sector shall be carried out and completed immediately following the work of the North Traverse sector. Work in the Lake St-Pierre sector is required only in 2020, 2022 and 2024, and shall be carried out and completed immediately following Bécancour's.

## **BA08 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions to Bidders as amended in article SI10 in the hereby document.

## **BA09 CERTIFICATION**

In submitting and signing its bid, the bidder certifies the following:

- The TSHD to be used to perform the work described in the Contract is compliant with the mandatory characteristics and is capable of carrying out all the work within the prescribed time frame;
- It recognizes that it is responsible for consulting regulatory organizations to obtain the permits, licences or certificates required to operate the floating equipment, if applicable;
- It has contacted Industry Canada to obtain a certificate of qualification if the TSHD it will use was not manufactured in Canada.

## **BA10 SIGNATURE**

Name and title of person authorized to sign on behalf of Bidder (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **APPENDIX 1 - COMBINED PRICE FORM**

### In this appendix:

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.
- 3) The Lump Sum Amount Table designates Work to which a Lump Sum Arrangement applies. Work included in the Lump Sum Amount represents all work not included in the unit price table.
- 4) The Unit Price Table designates Work to which a Unit Price Arrangement applies. The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

**YEAR 2017-2019**

Item	Description	Annual amount GST and QST extra <sup>(1)</sup> <sup>(2)</sup>
1.1	Lump sum amount for all the costs that are not included in the unit price amounts (i.e. Mobilization / demobilization, contract security, etc.) 2017, 2018 and 2019	\$ _____
<b>TOTAL LUMP SUM AMOUNT 2017-2019 (LS17-19)</b> GST and QST extra		\$ _____

Item	Class of Labour, Plant or Material	Unit of Measur- ement	Estimated Quantity	Price per Unit GST and QST extra	Extended amount GST and QST extra
1.2	Dredging of the Bécancour sector - First period 2019	m <sup>3</sup>	12 000	\$ _____	\$ _____
1.3	Dredging of the North Traverse sector - First period 2019	m <sup>3</sup>	10 000	\$ _____	\$ _____
1.4	Dredging of the Cap-Santé Traverse sector - First period 2019	m <sup>3</sup>	2 000	\$ _____	\$ _____
1.5	Dredging of the Bécancour sector - Second period 2019	m <sup>3</sup>	9 000	\$ _____	\$ _____
1.6	Dredging of the North Traverse sector - Second period 2019	m <sup>3</sup>	50 000	\$ _____	\$ _____
<b>TOTAL EXTENDED AMOUNT 2019 (TEA19)</b> GST and QST extra					\$ _____

<b>TOTAL AMOUNT YEAR 2019 (LS17-19 + TEA19)</b> GST and QST extra					\$ _____
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**YEAR 2020**

Item	Description	Annual amount GST and QST extra <sup>(1) (2)</sup>
2.1	Lump sum amount for all the costs that are not included in the unit price amounts (i.e. Mobilization / demobilization, etc.) 2020	\$ _____
<b>TOTAL LUMP SUM AMOUNT 2020 (LS20)</b> GST and QST extra		\$ _____

Item	Class of Labour, Plant or Material	Unit of Measur- ement	Estimated Quantity	Price per Unit GST and QST extra	Extended amount GST and QST extra
2.2	Dredging of the Bécancour sector - First period 2020	m <sup>3</sup>	12 000	\$ _____	\$ _____
2.3	Dredging of the North Traverse sector - First period 2020	m <sup>3</sup>	10 000	\$ _____	\$ _____
2.4	Dredging of the Cap-Santé Traverse sector - First period 2020	m <sup>3</sup>	2 000	\$ _____	\$ _____
2.5	Dredging of the Bécancour sector - Second period 2020	m <sup>3</sup>	9 000	\$ _____	\$ _____
2.6	Dredging of the North Traverse sector - Second period 2020	m <sup>3</sup>	50 000	\$ _____	\$ _____
2.7	Dredging of the Lake St-Pierre sector - Second period 2020	m <sup>3</sup>	5 000	\$ _____	\$ _____
<b>TOTAL EXTENDED AMOUNT 2020 (TEA20)</b> GST and QST extra					\$ _____

<b>TOTAL AMOUNT YEAR 2020 (LS20 + TEA20)</b> GST and QST extra		\$ _____
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**YEAR 2021**

Item	Description	Annual amount GST and QST extra <sup>(1) (2)</sup>
3.1	Lump sum amount for all the costs that are not included in the unit price amounts (i.e. Mobilization / demobilization, etc.) 2021	\$ _____
<b>TOTAL LUMP SUM AMOUNT 2021 (LS21)</b> GST and QST extra		\$ _____

Item	Class of Labour, Plant or Material	Unit of Measur- ement	Estimated Quantity	Price per Unit GST and QST extra	Extended amount GST and QST extra
3.2	Dredging of the Bécancour sector - First period 2021	m <sup>3</sup>	12 000	\$ _____	\$ _____
3.3	Dredging of the North Traverse sector - First period 2021	m <sup>3</sup>	10 000	\$ _____	\$ _____
3.4	Dredging of the Cap-Santé Traverse sector - First period 2021	m <sup>3</sup>	2 000	\$ _____	\$ _____
3.5	Dredging of the Bécancour sector - Second period 2021	m <sup>3</sup>	9 000	\$ _____	\$ _____
3.6	Dredging of the North Traverse sector - Second period 2021	m <sup>3</sup>	50 000	\$ _____	\$ _____
<b>TOTAL EXTENDED AMOUNT 2021 (TEA21)</b> GST and QST extra					\$ _____

<b>TOTAL AMOUNT YEAR 2021 (LS21 + TEA21)</b> GST and QST extra					\$ _____
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**YEAR 2022**

Item	Description	Annual amount GST and QST extra <sup>(1) (2)</sup>
4.1	Lump sum amount for all the costs that are not included in the unit price amounts (i.e. Mobilization / demobilization, etc.) 2022	\$ _____
<b>TOTAL LUMP SUM AMOUNT 2022 (LS22)</b> GST and QST extra		\$ _____

Item	Class of Labour, Plant or Material	Unit of Measur- ement	Estimated Quantity	Price per Unit GST and QST extra	Extended amount GST and QST extra
4.2	Dredging of the Bécancour sector - First period 2022	m <sup>3</sup>	12 000	\$ _____	\$ _____
4.3	Dredging of the North Traverse sector - First period 2022	m <sup>3</sup>	10 000	\$ _____	\$ _____
4.4	Dredging of the Cap-Santé Traverse sector - First period 2022	m <sup>3</sup>	2 000	\$ _____	\$ _____
4.5	Dredging of the Bécancour sector - Second period 2022	m <sup>3</sup>	9 000	\$ _____	\$ _____
4.6	Dredging of the North Traverse sector - Second period 2022	m <sup>3</sup>	50 000	\$ _____	\$ _____
4.7	Dredging of the Lake St-Pierre sector - Second period 2022	m <sup>3</sup>	5 000	\$ _____	\$ _____
<b>TOTAL EXTENDED AMOUNT 2022 (TEA22)</b> GST and QST extra					\$ _____

<b>TOTAL AMOUNT YEAR 2022 (LS22 + TEA22)</b> GST and QST extra					\$ _____
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**YEAR 2023**

Item	Description	Annual amount GST and QST extra <sup>(1) (2)</sup>
5.1	Lump sum amount for all the costs that are not included in the unit price amounts (i.e. Mobilization / demobilization, etc.) 2023	\$ _____
<b>TOTAL LUMP SUM AMOUNT 2023 (LS23)</b> GST and QST extra		\$ _____

Item	Class of Labour, Plant or Material	Unit of Measur- ement	Estimated Quantity	Price per Unit GST and QST extra	Extended amount GST and QST extra
5.2	Dredging of the Bécancour sector - First period 2023	m <sup>3</sup>	12 000	\$ _____	\$ _____
5.3	Dredging of the North Traverse sector - First period 2023	m <sup>3</sup>	10 000	\$ _____	\$ _____
5.4	Dredging of the Cap-Santé Traverse sector - First period 2023	m <sup>3</sup>	2 000	\$ _____	\$ _____
5.5	Dredging of the Bécancour sector - Second period 2023	m <sup>3</sup>	9 000	\$ _____	\$ _____
5.6	Dredging of the North Traverse sector - Second period 2023	m <sup>3</sup>	50 000	\$ _____	\$ _____
<b>TOTAL EXTENDED AMOUNT 2023 (TEA23)</b> GST and QST extra					\$ _____

<b>TOTAL AMOUNT YEAR 2023 (LS23 + TEA23)</b> GST and QST extra					\$ _____
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**YEAR 2024**

Item	Description	Annual amount GST and QST extra <sup>(1) (2)</sup>
6.1	Lump sum amount for all the costs that are not included in the unit price amounts (i.e. Mobilization / demobilization, etc.) 2024	\$ _____
<b>TOTAL LUMP SUM AMOUNT 2024 (LS24)</b> GST and QST extra		\$ _____

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit GST and QST extra	Extended amount GST and QST extra
6.2	Dredging of the Bécancour sector - First period 2024	m <sup>3</sup>	12 000	\$ _____	\$ _____
6.3	Dredging of the North Traverse sector - First period 2024	m <sup>3</sup>	10 000	\$ _____	\$ _____
6.4	Dredging of the Cap-Santé Traverse sector - First period 2024	m <sup>3</sup>	2 000	\$ _____	\$ _____
6.5	Dredging of the Bécancour sector - Second period 2024	m <sup>3</sup>	9 000	\$ _____	\$ _____
6.6	Dredging of the North Traverse sector - Second period 2024	m <sup>3</sup>	50 000	\$ _____	\$ _____
6.7	Dredging of the Lake St-Pierre sector - Second period 2024	m <sup>3</sup>	5 000	\$ _____	\$ _____
<b>TOTAL EXTENDED AMOUNT 2024 (TEA24)</b> GST and QST extra					\$ _____

<b>TOTAL AMOUNT YEAR 2024 (LS24 + TEA24)</b> GST and QST extra		\$ _____
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**YEAR 2025**

Item	Description	Annual amount GST and QST extra <sup>(1)</sup> <sup>(2)</sup>
7.1	Lump sum amount for all the costs that are not included in the unit price amounts (i.e. Mobilization / demobilization, etc.) 2025	\$ _____
<b>TOTAL LUMP SUM AMOUNT 2025 (LS25)</b> GST and QST extra		\$ _____

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit GST and QST extra	Extended amount GST and QST extra
7.2	Dredging of the Bécancour sector - First period 2025	m <sup>3</sup>	12 000	\$ _____	\$ _____
7.3	Dredging of the North Traverse sector - First period 2025	m <sup>3</sup>	10 000	\$ _____	\$ _____
7.4	Dredging of the Cap-Santé Traverse sector - First period 2025	m <sup>3</sup>	2 000	\$ _____	\$ _____
7.5	Dredging of the Bécancour sector - Second period 2025	m <sup>3</sup>	9 000	\$ _____	\$ _____
7.6	Dredging of the North Traverse sector - Second period 2025	m <sup>3</sup>	50 000	\$ _____	\$ _____
7.7	Movement from one dredging sector to another 2025 <sup>(3)</sup>	km	125	\$ _____	\$ _____
<b>TOTAL EXTENDED AMOUNT 2025 (TEA25)</b> GST and QST extra					\$ _____

<b>TOTAL AMOUNT YEAR 2025 (LS25 + TEA25)</b> GST and QST extra	\$ _____
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<b>TOTAL BID AMOUNT (YEAR 2017-2019 + 2020 + 2021 + 2022 + 2023 + 2024 + 2025)</b> GST and QST extra	\$ _____
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- (1) In accordance with point 6 of article SI08 in the hereby document, Any bid that either one or the other of the annual lump sum amount has a discrepancy greater than twenty-five percent (25%) above or below the mean of the annual lump sum amount (LSA17-19 to 25) will be rejected.
- (2) The costs of the first two contract security, that of the contract award in 2017 and that of May 24, 2018 must be included in the lump sum of 2019. However, they will be payable on presentation of an invoice following their implementation. Only the 2017 and 2018 performance bond costs will be payable prior to commencement of work.

## **APPENDIX 2 – DEPARTMENTAL REPRESENTATIVE’S AUTHORITY**

*TO BE PROVIDED AT CONTRACT AWARD.*

Contracting Authority is:

Name: Jean Rochette  
Title: Supply Specialist  
Department: Public works and Government services Canada  
Telephone: 418-649-2834  
Email: jean.rochette@tpsgc-pwgsc.gc.ca

Technical Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Division: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Email: \_\_\_\_\_

## APPENDIX 3 - DETAILED PROJECT PLAN

For the contractor who proposes to build or modify an equipment to meet the dredging equipment requirements for the North Traverse, a detailed project plan shall be provided within four (4) weeks of the award of the contract. The Detailed Project Plan shall address in depth the main phases of the project aimed at putting the TSHD into service on the work start date. The project plan shall include the following steps:

1. Planning
2. Acquisition of or modification to or construction of the ship
3. Design (drawings and specifications)
4. Achievement of the project
5. Commissioning of the TSHD

The contractor must use this project plan to communicate to Canada any information relevant to the understanding and monitoring of the project. While not limited to what is listed below, the Detailed Project Plan shall cover the following items:

- The detailed project description. The contractor shall provide a detailed narrative description of the five phases that will be carried out to put the TSHD into service in order to meet the contractual requirements; it is understood that a detailed description is the entire tasks and subtasks that have to be carried out from the contract award to the start date of dredging work.
- The detailed schedule of the various project tasks and subtasks required to carry out each phase and indicate the critical path (in the form of Gantt chart).
- The list of the main players involved (project manager supervising the modifications to or the construction of the TSHD, the consulting firm in naval architecture and marine engineering, the naval architect, etc.);
- The list of work that will enable the Contractor to obtain the Industry Canada certificate of qualification (if applicable);
- The description of the existing ship (see list below);
- The naval architect's evaluation of the condition of the existing ship (if applicable);
- The naval architect's evaluation on the potential and feasibility of the project leading to putting the TSHD into service;
- General arrangement drawing of the ship including at least the elevation plan and the lower deck plans showing the hopper of the TSHD and the detailed description of the anticipated characteristics of the TSHD;
- The list of the planned modifications and equipment to be installed; and
- Steps to be taken in order to obtain a certificate of inspection and a certificate of qualification.

Description of the existing ship:

- Official number
- Vessel name
- IMO number
- Year built

- Year rebuilt
- Port of registry
- Date of registry
- Vessel type
- Gross tonnage
- Net tonnage
- Length
- Width
- Depth
- Engines description
- Number of engines
- Propulsion type
- Propulsion method
- Propulsion power
- Unit of power
- Shipbuilder (name, address and country)
- Owner (name, address and country )
- Certificate of qualification from Industry Canada ( if applicable )

**APPENDIX 4 – IDENTIFICATION AND DESTINATION OF FLOATING EQUIPMENT**

For each dredging sector, the Bidder must provide a list of the floating equipment it intends to use to perform the dredging work.

Dredging Sector	Type of Floating Equipment	Name of Floating Equipment (if available)
North Traverse	<u>Trailing Suction Hopper Dredge</u>	
Bécancour		
Cap-Santé Traverse		
Lake St-Pierre		

## APPENDIX 5 - OTHER FLOATING PLANT DESCRIPTION

In submitting and signing its bid, the bidder certifies that he has the following named plant for the performance of the Work and that the capacity as stated below applies to the materials and conditions specified for this project. The bidder understands that the award of a contract by Public Works & Government Services Canada does not imply agreement with the claimed capacity but only confirms that the equipment meets the requirements of the floating plant clause as outlined below.

### **CLAM SHELL DREDGE (if applicable)**

	<i>Main dredge</i>	<i>Secondary dredge (if required)</i>
<i>Dredge name</i>		
<i>Registration number</i>		
<i>Draft (m)</i>		
<i>Dredging depth (m)</i>		
<i>Dredging capacity (m<sup>3</sup>/h)</i>		
<i>Hopper capacity (m<sup>3</sup>)</i>		
<i>Manufacturing place (If it's not Canada, append to your bid the certificate issued by Industry Canada.)</i>		

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## APPENDIX 5 - OTHER FLOATING PLANT DESCRIPTION (continued)

### FLOATING PLANT

Should the Bidder intend to use additional floating plant, he shall indicate it hereunder:

	Equipment 1	Equipment 2	Equipment 3
<i>Name</i>			
<i>Registration number</i>			
<i>Purpose</i>			
<i>Draft (m)</i>			
<i>Manufacturing Place *</i>			

\* If manufacturing place is not Canada, append to your bid the certificate issued by Industry Canada.

See SC06 for the terms of application of the Floating Plant Clause.

## APPENDIX 6 - SUMMARY PROJECT PLAN

The Summary Project Plan shall address the main phases of the project aimed at putting the TSHD into service on the work start date. The project plan shall include the following steps:

1. Planning
2. Acquisition of or modification to or construction of the ship
3. Design (drawings and specifications)
4. Achievement of the project
5. Commissioning of the TSHD

The bidder must use this project plan to communicate to Canada any information relevant to the understanding and monitoring of the project. While not limited to what is listed below, the Summary Project Plan shall cover the following items:

- The project description (the bidder shall provide a narrative description of the five phases that will be carried out to put the TSHD into service in order to meet the contractual requirements);
- The schedule of the various project phases;
- The list of the main players involved (project manager supervising the modifications to or the construction of the TSHD, the consulting firm in naval architecture and marine engineering, the naval architect, etc.);
- The list of anticipated work that will enable the Contractor to obtain the Industry Canada certificate of qualification (if applicable);
- The description of the existing ship proposed (see list below);
- The naval architect's evaluation of the condition of the existing ship proposed (if applicable)
- The naval architect's evaluation on the potential and feasibility of the project leading to putting the TSHD into service;
- The list of the main planned modifications and main equipment to be installed; and
- The description of the main anticipated characteristics of the TSHD once it is modified or built, including :
  - Length
  - Width
  - Propulsion power
  - Number of pumps and power
  - Volume of the TSHD hopper
  - And all other characteristics the bidder deems important to mention

Description of the existing ship :

- Official number

- Vessel name
- IMO number
- Year built
- Year rebuilt
- Port of registry
- Date of registry
- Vessel type
- Gross tonnage
- Net tonnage
- Length
- Width
- Depth
- Engines description
- Number of engines
- Propulsion type
- Propulsion method
- Propulsion power
- Unit of power
- Shipbuilder (name, address and country)
- Owner (name, address and country )
- Certificate of qualification from Industry Canada ( if applicable )

## **APPENDIX 7 - EXPERIENCE OF THE SUPERINTENDENT, Part 1**

According to Item 4 “Experience of the Superintendent” set out in article SI08 of this document, “Mandatory Bid Requirements,” the Contractor must submit the name of the proposed Superintendent with its bid. The Superintendent shall have accumulated a minimum of twelve (12) months of experience in dredging work as Superintendent performed on floating equipment since January 1, 2007, in commercial waterways and/or commercial ports.

Name of the Superintendent the Bidder intends to employ to perform the dredging work:

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**APPENDIX 7 - EXPERIENCE OF THE SUPERINTENDENT, Part 2**

According to Item 4 "Experience of the Superintendent" set out in article SI08 of this document, "Mandatory Bid Requirements," the proposed Superintendent shall have accumulated a minimum of twelve (12) months of experience in dredging work as Superintendent on floating equipment since January 1, 2007, in commercial waterways and/or commercial ports. If the Bidder requires extra space to provide this information, it should photocopy this form. The Bidder must submit the Superintendent résumé along with the Part 2 of Appendix 5. Within 48 hours of Canada's request, the bidder shall provide the contact information of the contractor to allow validation of the accuracy of the information, if applicable.

<b>Superintendent</b>		
<i>Name of the proposed Superintendent:</i>		
	<b>Experience No. 1</b>	<b>Experience No. 2</b>
		<b>Experience No. 3</b>
<b>Title and location of dredging contract</b>		
<b>Term of contract (Month/Year to Month/Year) (See Note No. 1)</b>		
<b>Name of client</b>		
<b>Role of Superintendent of dredging work in this contract</b>		

Note 1: The total duration of the period, not including the overlap of contracts, shall not be less than 12 months.

## APPENDIX 8 - EXPERIENCE OF THE BIDDER

According to Item 5 "Experience of the Bidder" set out in article SI10 of this document, "Mandatory Bid Requirements", the Bidder shall have completed a minimum of twelve (12) months of dredging projects since January 1, 2007, in commercial waterways and/or commercial ports. If the Bidder requires extra space to provide this information, it should photocopy this form. Within 48 hours of Canada's request, the bidder shall provide the contact information of the contractor to allow validation of the accuracy of the information, if applicable.

Notice: For a month to be considered a whole, a project must have spread over at least 15 days in the month

	<b>Title and location of dredging contract</b>	<b>Term of contract (Month/Day/Year to Month/Day/Year)</b>	<b>Name of client</b>	<b>Name and role of the bidder in this dredging contract</b>
<b>Project No. 1</b>				
<b>Project No. 2</b>				
<b>Project No. 3</b>				
<b>Project No. 4</b>				
<b>Project No. 5</b>				

## APPENDIX 9 - BID BOND FORM

Bond Number \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as Obligee, hereinafter called the Crown, in the amount of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, for

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender,
1. does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted;
  2. does furnish a Performance Bond valid for three (3) years in the amount of 50% of the annual contract amount for the calendar year for which the performance bond is required and the following year and satisfactory to the Crown, or other security acceptable to the Crown;
  3. while the performance bond must be valid for a period of three (3) years, it must be renewed annually and be valid for three (3) years from each renewal in accordance with clause SC10.2 in the Solicitation document
  4. It is hereby understood and agreed that, if a performance bond is required, this bond will be issued for a period of three (3) years, and is renewable each year at the sole behest of the bonding company so that it continues to be valid for three (3) years from the time of renewal. It is understood that the non-renewal will at no time amend the period of validity of a bond that has been issued previously. It is also understood that the renewal does not modify the amount of the bond or cause it to accumulate. Moreover, non-renewal will not constitute a breach of the bond, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in the Bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this Bond.

Solicitation No – N° de l'invitation  
EE517-170476/B  
Client Ref No. – N° de réf. du client  
EE517-17-0476

Amd. No. – N° de la modif.  
File No. – N° du dossier  
QCM-6-39067

Buyer ID – id de l'acheteur  
qcm008

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IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Note: Affix Corporate seal if applicable.

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Principal

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Witness

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Surety



## APPENDIX 11 - LISTING OF SUBCONTRACTORS

- 1) In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Solicitation No – N° de l'invitation  
 EE517-170476/B  
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Amd. No. – N° de la modif.  
 File No. – N° du dossier  
 QCM-6-39067

Buyer ID – id de l'acheteur  
 qcm008

**APPENDIX 12 - CERTIFICATE OF INSURANCE (Not required at solicitation closing)**



Travaux publics et  
 Services gouvernementaux  
 Canada

Public Works and  
 Government Services  
 Canada

Description and Location of Work  Maintenance dredging – North Traverse, Cap-Santé Traverse, Bécancour and Lake St-Pierre in St.Lawrence seaway, QC (2019-2025)	Contract No. EE517-170476/001/QCM
	Project No. R201925.001

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured <b><i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i></b>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Marine Liability				\$	\$	\$
Environmental Liability (if land disposition)				\$	\$	\$

**I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.**

<input type="text"/>	<input type="text"/>
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
<input type="text"/>	<input type="text"/>
Signature	Date D / M / Y

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## ANNEX 1 - REQUEST FOR CERTIFICATE OF QUALIFICATION OF FLOATING PLANT

(The Bidder shall use a separate sheet for each unit of floating plant.)

1. Name and address of owner:
  
2. Name and address of operator:
  
3. Name of unit:
  
4. Canadian registry no.:
  
5. Type of unit (dredge, tug, scow, pontoon, etc.):
  
6. Date of Canadian registry:
  
7. Date unit originally built:
  
8. Shipyard where unit originally built:
  
9. Record of work done to unit in Canada. For each major job, show:
  - Date:
  - Shipyard:
  - Type of work:
  - Cost:
  - Country of origin of equipment installed:
  
10. If unit has changed ownership, show name and current address of previous owner(s) for each modification referred to in item 9 on a separate page.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Corporate Seal*