



Ponts
**JACQUES CARTIER +
CHAMPLAIN**
Bridges
Canada

TENDER DOCUMENTS

FOR

**TITLE
(20XX-20XX)**

SECTION 7A

TENDER AND TERMS OF PAYMENT FORM

CONTRACT N° XXXXX

(Corporate name of Contractor)

Note to Contractor: An electronic file in WORD format of this “Tender and Terms of Payment Form” is attached to these Call for Tender Documents.

LIST OF WHAT THE CONTRACTOR MUST SUBMIT (Section 2, Article 2.2)

Duly completed, signed and **password-protected** tender form, including the following:

Tender security in accordance with Article 2.10.1	<input type="checkbox"/>
Duly completed list of subcontractors	<input type="checkbox"/>
Authorization for signing the tender along with the resolution appointing the authorized signatory	<input type="checkbox"/>
Duly completed and signed Notice of Compliance with Insurance Conditions	<input type="checkbox"/>
Where the Tenderer is incorporated: a complete list of the names of the individuals who are currently directors thereof, as indicated in the Quebec business registry	<input type="checkbox"/>
If required to be completed, the Declaration Form	<input type="checkbox"/>

TENDER FORM

CORPORATE NAME OF CONTRACTOR	
ENTERPRISE NUMBER (NEQ)	
FULL ADDRESS (Note to Contractor: please indicate the address of the place of business where this tender is prepared)	
PHONE NUMBER	
EMAIL	

CONTRACTOR'S REPRESENTATIVE	
NAME AND TITLE	POSITION

PARENT COMPANY OR CORPORATION (IF APPLICABLE)		
CORPORATE NAME	NEQ	ADDRESS

AFFILIATED COMPANIES OR CORPORATIONS (IF APPLICABLE)		
CORPORATE NAME	NEQ	ADDRESS

SUBSIDIARIES (IF APPLICABLE)		
CORPORATE NAME	NEQ	ADDRESS

The Contractor hereby undertakes to provide the Owner with all necessary materials, labour, tools, equipment and tooling and to carry out, in a careful and satisfactory manner and in accordance with the plans and specifications, all work to be performed under this Contract, and declares that it is prepared to enter into a contract for the proper execution of said work at the rates and prices set forth in the Price Table and in respect of the following items:

PRICE TABLE

**(The Contractor must remove this page and insert the
Price Table printed from the EXCEL file)**

The rates and prices tendered in this Price Table include and cover the following:

- a) all taxes, customs duties and patent royalties;
- b) all manufacturing, transportation and handling costs;
- c) all other relevant costs of whatever nature.

If, after the date on which the Contractor has submitted its tender, there is any change in any tax imposed under the *Excise Act*, the *Excise Tax Act*, the *Old Age Security Act*, the *Customs Act* or the Customs Tariff, the amount of the Contract Price shall:

- a) increase when the price paid by the Contractor for the materials incorporated or to be incorporated into the work has increased as a result of that change;
- b) decrease when the price paid by the Contractor for the materials incorporated or to be incorporated into the work has decreased as a result of that change;

by an amount equal to the increase or decrease, determined after examination of the Contractor's relevant records and directly attributable to the change in the tax on such materials.

For the purpose of determining such amount, where such tax is changed after the date on which the Contractor has submitted its tender, but the Minister of Finance has given public notice of such change prior to that date, the change shall be deemed for this purpose to have occurred prior to the date on which the tender was submitted.

The Contractor hereby certifies that it has visited and examined the site of the proposed work, or had it visited and examined on its behalf by a competent person, that it has thoroughly examined the facilities, and taken into consideration the difficulties that will be encountered in carrying out the work, including the uncertainty of weather conditions and possible changes in water levels.

The Contractor undertakes, in the event that it is the successful tenderer, to carry out the work in its entirety and to deliver the work, completed in all details, to the Owner on or before the dates and within the time limits specified in Article 3.14 *Work Planning*.

The Contractor hereby attaches:

A tender security, provided by an approved surety, in an amount not less than ten percent (10%) of the total amount of this tender.

The Contractor acknowledges and agrees that in the event of the undersigned's failure or refusal to carry out the work under the Contract within a reasonable time after receipt of the Notice of Contract Award, or in the event that the undersigned fails to provide security in accordance with its undertaking set forth in the above paragraphs within the time stipulated therein, the deposit accompanying this tender shall be retained by the Owner as damages in respect of the failure or refusal, and the Contractor shall be forfeited of any and all of the rights acquired thereby by virtue of the acceptance of this tender.

SIGNATURES

Corporate name of Contractor:

Authorized representative:
(By virtue of the certificate of authority attached to the tender)

Signature

Printed name

Date of tender (YYYY-MM-DD)

GST number

QST number

TERMS OF PAYMENT

7.1 AMOUNT PAYABLE – GENERAL

- 7.1.1 Subject to any other provisions of the Contract, the Owner shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which
- 7.1.1.1 the aggregate of the amounts described in Article 7.2 *Amounts Payable to the Contractor* exceeds
- 7.1.1.2 the aggregate of the amounts described in Article 7.3 *Amounts Payable to the Owner*,
and the Contractor shall accept the payment as final payment for all that the Contractor has provided and done in respect of the work to which the payment relates.

7.2 AMOUNTS PAYABLE TO THE CONTRACTOR

- 7.2.1 The amounts referred to in paragraph 7.1.1.1 are the aggregate of:
- 7.2.1.1 the amounts set out in the Price Table, and
- 7.2.1.2 the amount, if any, payable to the Contractor pursuant to the Contract.

7.3 AMOUNTS PAYABLE TO THE OWNER

- 7.3.1 The amounts referred to in paragraph 7.1.1.2 are the aggregate of the amounts, if any, that the Contractor is liable to pay to the Owner pursuant to the Contract.
- 7.3.2 In any payment to the Contractor, the failure of the Owner to deduct an amount referred to in paragraph 7.3.1 from an amount referred to in Article 7.2 *Amounts Payable to the Contractor* shall not constitute a waiver of the Owner's right to make such a deduction, nor shall it constitute an acknowledgement of the absence of such a right in any subsequent payment to the Contractor.

7.4 PAYMENT DATE

- 7.4.1 The expression "payment period" means an interval of thirty (30) consecutive days or any other interval agreed upon between the Contractor and the Engineer.
- 7.4.2 At the end of a payment period, the Contractor shall prepare and submit to the Engineer a progress claim and describe therein any portion of the work that was completed and all materials that were delivered to the work site, but not incorporated into the work, during the payment period covered by the progress claim.
- 7.4.3 The Engineer shall, within ten (10) days of receipt of a progress claim referred to in paragraph 7.4.2:
- 7.4.3.1 inspect the portion of the work and the materials described in said progress claim, and
- 7.4.3.2 submit a progress report, a copy of which to be forwarded to the Contractor, indicating the value of the portion of the work and of the materials described in the progress claim that, in the opinion of the Engineer,
- 7.4.3.2.1 are in accordance with the provisions of the Contract, and
- 7.4.3.2.2 were not the subject of any other previous report concerning work under the Contract.

- 7.4.4 Subject to Article 7.1 *Amount Payable – General* and paragraph 7.4.5, the Owner shall, no later than thirty (30) days after the submission of the progress report referred to in subparagraph 7.4.3.2, pay the Contractor
- 7.4.4.1 an amount equal to 95% of the value of the work and materials indicated in the progress report, if the Contractor has provided a labour and material payment bond; or
- 7.4.4.2 an amount equal to 90% of the value of the work and materials indicated in the progress report, if the Contractor has not provided a labour and material payment bond.
- 7.4.5 It is a condition precedent to the Owner’s obligation under paragraph 7.4.4 that the Contractor make and deliver to the Engineer a declaration in the form described in paragraph 7.4.6 for the work and materials covered by the progress claim referred to in paragraph 7.4.2.
- 7.4.6 In the declaration referred to in paragraph 7.4.5, the Contractor certifies
- 7.4.6.1 N/A
- 7.4.6.2 that on the date of the previous progress claim,
- 7.4.6.2.1 the Contractor had fully paid its suppliers of materials, and
- 7.4.6.2.2 the Contractor had fulfilled all its legal obligations to its subcontractors.
- 7.4.7 Subject to Article 7.1 *Amount Payable – General* and paragraph 7.4.8, the Owner shall pay to the Contractor, within sixty (60) days after the date of issuance of the Interim Certificate of Completion referred to in paragraph 8.44.2, the amount referred to in Article 7.1 *Amount Payable – General*, less the aggregate of
- 7.4.7.1 all payments made pursuant to paragraph 7.4.4;
- 7.4.7.2 an amount equal to the cost to the Owner, as estimated by the Engineer, of correcting any deficiencies in the work described in the Interim Certificate of Completion; and
- 7.4.7.3 an amount equal to the cost to the Owner, as estimated by the Engineer, of completing any portion of the work described in the Interim Certificate of Completion that does not include the correction of the deficiencies referred to in paragraph 7.4.7.2.
- 7.4.8 It is a condition precedent to the Owner’s obligation under paragraph 7.4.7 that the Contractor make and deliver to the Engineer a sworn declaration in the form described in paragraph 7.4.9 in respect of the Interim Certificate of Completion referred to in paragraph 8.44.2.
- 7.4.9 In the declaration referred to in paragraph 7.4.8, the Contractor certifies that on the date of issuance of the Interim Certificate of Completion,
- 7.4.9.1 not applicable
- 7.4.9.2 the Contractor has fulfilled all its legal obligations to its subcontractors and suppliers of materials in respect of the work covered by the Contract.
- 7.4.10 Subject to Article 7.1 *Amount Payable – General* and paragraph 7.4.11, the Owner shall pay to the Contractor, within sixty (60) days after the date of issuance of the Final Certificate of Completion referred to in paragraph 8.44.1, the amount referred to in Article 7.1 *Amount Payable – General*, less the aggregate of

- 7.4.10.1 all payments made pursuant to paragraph 7.4.4; and
- 7.4.10.2 all payments made pursuant to paragraph 7.4.7.
- 7.4.11 It is a condition precedent to the Owner's obligation under paragraph 7.4.10 that the Contractor make and deliver to the Engineer a sworn declaration in the form described in paragraph 7.4.12.
- 7.4.12 In the declaration referred to in paragraph 7.4.11, the Contractor shall certify, in addition to the particulars required under paragraph 7.4.9, that it has fulfilled all its legal obligations and satisfied all legal claims made against it as a result of the performance of the work.

7.5 PROGRESS REPORT AND RELATED PAYMENT NOT BINDING ON THE OWNER

- 7.5.1 Neither the progress report referred to in paragraph 7.4.3 nor the payments made by the Owner in accordance with these *Terms of Payment* shall be construed as an acknowledgement that the work and materials are, in whole or in part, complete, satisfactory or in accordance with the Contract.

7.6 LATE PAYMENT

- 7.6.1 Notwithstanding Article 8.7 *Time of the Essence* of Section 8 *General Conditions*, any delay by the Owner in making a payment when due under this Contract shall not constitute a default.
- 7.6.2 In the event of delay by the Owner in making any payment due pursuant to paragraphs 7.4.4 or 7.4.7, the Contractor shall be entitled to simple interest on the overdue amounts from the first day of delay, up to and including the day of payment, such interest to be calculated at the rate specified in paragraph 7.6.3.
- 7.6.3 The rate of interest referred to in paragraph 7.6.2 shall be the average accepted tender rate that was current for Government of Canada three-month Treasury bills immediately preceding the day that a payment referred to in paragraph 7.6.2 became overdue.
- 7.6.4 The Contractor shall not be entitled to any further interest on any other overdue payment, including, without limitation, an amount calculated in accordance with Article 8.50 *Determination of Cost – Failing Negotiation*.

7.7 RIGHT OF SET-OFF

- 7.7.1 Without restricting any right of set-off or retention arising expressly or implicitly by law or by any provision of the Contract, the Owner may set off any amount owing by the Contractor to the Owner under the Contract or any current contract against the amounts owing by the Owner to the Contractor under the Contract.
- 7.7.2 For the purposes of paragraph 7.7.1, the expression "current contract" means a contract between the Owner and the Contractor:
- 7.7.2.1 under which the Contractor is under a legal obligation to carry out work, to provide labour or to supply materials; or
- 7.7.2.2 in respect of which the Owner has, since the date of the Notice of Contract Award, exercised its right to withdraw the work under the Contract from the Contractor.

7.8 PAYMENT IN EVENT OF TERMINATION

7.8.1 In the event that the Contract is terminated in accordance with Article 8.41 *Termination of Contract*, the Owner shall pay to the Contractor, as soon as practicable under the circumstances, any amount that is legally due to the Contractor, calculated in accordance with said Article 8.41.

END OF SECTION

APPENDIX 7A-I

DOCUMENTS TO BE COMPLETED WITH THE TENDER AND TERMS OF PAYMENT FORM

(5 PAGES)

SPECIMEN OF COMPANY RESOLUTION LETTER

Corporate name of Contractor: _____
Address of the head office: _____
City: _____ Postal code: _____
Phone number: _____
Email address: _____

IT IS RESOLVED that Cliquez ou appuyez ici pour entrer du texte. is authorized to sign, on behalf of our company or corporation, a tender made to The Jacques Cartier and Champlain Bridges Incorporated in response to the Call for Tenders for Contract Cliquez ou appuyez ici pour entrer du texte. and, eventually, to bind our company or corporation under said Contract, if our tender is selected.

Certified copy of a resolution adopted by the Board of Directors at the meeting of Cliquez ou appuyez ici pour entrer une date.

Printed name of Secretary: _____

Signature of Secretary: _____

Signed in _____ on _____
Locality *Date of signature*

NOTICE OF COMPLIANCE WITH INSURANCE CONDITIONS

Once the insurance broker has signed this notice, it shall constitute sufficient evidence that the Contractor's insurance policies either meet or will meet the specified requirements, for the duration of the Contract, subject to the following paragraph.

Prior to the commencement of the work, in addition to this Notice of Compliance, the Contractor shall provide a certificate of insurance for each policy, adding The Jacques Cartier and Champlain Bridges Incorporated, The St. Lawrence Seaway Management Corporation and His Majesty in Right of Canada as "Additional Insureds" in accordance with Article 10.2.1.5.1.

Contract:

Title:

I hereby, _____, of _____
(name of broker) *(name of brokerage firm)*

certify that all insurance required under the **INSURANCE CONDITIONS** (copy attached) and forming an integral part of the documentation of Contract N° _____, have been taken out by _____ and either are in force or will be in force from the commencement of the *(name of Contractor)*

work that is the subject of the Contract by the Contractor and any approved subcontractor, and which is scheduled to commence on _____

(date)

The insurance includes the following policies in the amounts indicated:

POLICY	AMOUNT IN CANADIAN DOLLARS	INSURANCE COMPANY	POLICY #	EXPIRY DATE
Comprehensive General Liability				
Builders Risks				
Installation Floater				
Automobile Liability				
Marine Risks/Protection and Indemnity				
Professional Liability				
Umbrella Liability				

The insurance policies shall remain in force until the Final Certificate of Completion is issued by the Owner. However, all insurance for the completed work shall continue for the period determined in Section 10 *Contract Security and Insurance Conditions*.

Signature of Insurance Broker

Signature of Contractor

Date

Date

LIST OF NAMES FOR INTEGRITY VERIFICATION

Requirements

Article 2.23.3 of Section 2 *Instructions to Tenderers* requires the Tenderer to submit a list of names with its tender. The required list differs according to the Tenderer's organizational structure:

- The Tenderer that is a corporate entity must provide a complete list of the names of all current directors;
- The Tenderer submitting a tender as sole proprietorship must provide the complete list of the names of all owners;
- The Tenderer submitting a tender as a partnership does not have to submit a list of names.

The Tenderer shall use this form to provide the required list of names with its tender. The submission of this list, duly completed, is a mandatory requirement for Contract award.

Information on the Tenderer

Corporate name of Tenderer:
Organizational structure: <input type="checkbox"/> Corporate entity <input type="checkbox"/> Sole proprietorship
Tenderer's address:
Tenderer's NEQ (Quebec enterprise number):
Call for Tender number:
Call for Tender closing date:

List of Names

NAME	TITLE

Declaration

I, (name) _____, (position) _____ of (corporate name of Tenderer) _____ declare that the information in this form is, to the best of my knowledge, true, accurate and complete. I am aware that the requirement to provide this list is a mandatory requirement for Contract award. I am aware that during the evaluation of the tenders, I must, within two (2) working days, inform the Owner’s Procurement Advisor, in writing, of any changes to this list of names. I am also aware that after Contract award, if applicable, I must inform the Owner’s Procurement Advisor, within two (2) working days, of any changes to this list.

Signed in _____ this Cliquez ou appuyez ici pour entrer une date..

Corporate name of Tenderer: _____

Signature

APPENDIX 7A-II

DECLARATION FORM

(4 PAGES)



Declaration Form

(Article 2.23.10 *Declaration Form of Section 2 Instructions to Tenderers*)

1. Tenderer's Information

Where applicable, please complete the form, and submit it, separately from the tender, to offres@pjcci.ca. The form shall be digitally protected, and the mention "Confidential" shall appear in the email subject line.

Full corporate name of Tenderer:	
Address of Tenderer:	
Contract number:	
Tender date: (YYYY-MM-DD)	

2. Canadian or Foreign Offences

Where the Tenderer is unable to certify that the Tenderer or one of its Affiliates has not been convicted of or pleaded guilty to an offence or held responsible for an act as described in paragraphs 2.23.5 *Lobbying Act*, 2.23.6 *Canadian Offences Resulting in the Incapacity to enter into a Contract with Her Majesty*, 2.23.7 *Canadian Offences* or 2.23.8 *Foreign Offences* of Article 2.23 *Integrity Provisions – Tender*, for which they have not received pardon or obtained discharge, the Tenderer shall complete this declaration form and submit it with its tender so that the latter is not rejected from the procurement process. By checking the box corresponding to an offence, the Tenderer acknowledges that the named party, whether the Tenderer or one of its Affiliates, has been found guilty of or pleaded guilty to such offence. In the "Comments" box, the Tenderer shall specify how the checked offence applies thereto.

	TENDERER / AFFILIATE		COMMENTS
<i>Financial Administration Act (S.R.C., 1985, c. F-11)</i> 80(1) (d): False entry, certificate or return 80(2): Fraud against Her Majesty 154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Criminal Code (S.R.C., 1985, c. C-46)</i> 121: Frauds on the government and Contractor subscribing to election fund 124: Selling or purchasing office 380: Fraud against Her Majesty 418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	



	TENDERER / AFFILIATE		COMMENTS
<i>Criminal Code (S.R.C., 1985, c. C-46)</i> 119: Bribery of judicial officers 120: Bribery of officers 346: Extortion 366 to 368: Forgery and other offences resembling forgery 382: Fraudulent manipulation of stock exchange transactions 382.1: Prohibited insider trading 397: Falsification of books and documents 422: Criminal breach of contract 426: Secret commissions 462.31: Laundering proceeds of crime 467.11 to 467.13: Participation in activities of criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Competition Act (S.R.C., 1985, c. C-34)</i> 45: Conspiracies, agreements or arrangements between competitors 46: Foreign directives 47: Bid rigging 49: Agreements or arrangements of federal financial institutions 52: False or misleading representation 53: Deceptive notice of winning a prize	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Income Tax Act (S.R.C., 1985, c. 1 (5th supp.))</i> 239: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Excise Tax Act (S.R.C., 1985, c. E-15)</i> 327: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Corruption of Foreign Public Officials Act (S.C. 1998, c.34)</i> 3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Controlled Drugs and Substance Act (S.C. 1999, c. 19))</i> 5 : Trafficking in substance 6: Importing and exporting 7: Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Lobbying Act (S.R.C., 1985, c. 44 (4th supp.))</i> 5: Consultant lobbyists 7: In-house lobbyists (corporations or organizations)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



Other comments (Optional)

3. Inability to Certify as to a Determination of Ineligibility or Suspension

If the Tenderer is unable to certify that there is no determination of ineligibility or suspension rendered by Public Services and Procurement Canada with respect to the Tenderer or any of its Affiliates, the Tenderer must explain the reasons why in the space below.



4. Declarations

<input type="checkbox"/>	I, (name) [REDACTED], (position) [REDACTED] of (name of Tenderer) [REDACTED] authorize The Jacques Cartier and Champlain Bridges Incorporated (the "Owner") to collect and use the information provided in this form as well as any other information that it may require to determine the eligibility of the Tenderer to be awarded the Contract, and, where applicable, to make public the Tenderer's ineligibility under the provisions of Article 2.23 <i>Integrity Provisions – Tender</i> .
<input type="checkbox"/>	I, (name) [REDACTED], (position) [REDACTED] of (name of Tenderer) [REDACTED] certify that the information provided in this form is, to the best of my knowledge, true and complete. I further acknowledge that should any information prove to be erroneous or missing, the Owner may reject the tender.

Name of the duly authorized representative as he so declares: [REDACTED]