



## **INSTRUCTIONS FOR BIDDERS**

### **1. Receipt of bids**

- 1.1. Submitted bids and all documents must be sent by email to the contracting authority (Philippe Lafrenière) or sent in an envelope by mail to the National Battlefields Commission at 835 Wilfrid Laurier Ave., Québec, QC G1R 2L3. The bid must be received before 14:00 p.m. on April 2, 2024.
- 1.2. With the bid, enclose the bid form, which must indicate your price and a copy of all addenda, if any.
- 1.3. Your bid must include all applicable taxes. For construction work, quote the FOB price at the job site.
- 1.4. Information obtained from people other than the designated project supervisor is invalid. Bidders are responsible for the measurements they make on site.
- 1.5. This bid cannot be withdrawn for 30 days following the deadline; this period may be extended to 60 days by the National Battlefields Commission if the Contractor receives notice to that end within 15 days after the call for tenders deadline.
- 1.6. Bids submitted by fax will not be accepted.

### **2. Unacceptable bids**

- 2.1. Bids submitted without the NBC's bid form will not be considered.
- 2.2. Bids received after the closing date and time will not be considered.
- 2.3. The National Battlefields Commission reserves the right to reject incomplete bids.
- 2.4. If security is required by these instructions but is not included with the bid, the bid may be disqualified.

### **3. Revision of bids**

- 3.1. A bid submitted in compliance with these instructions may be revised by letter, provided the revision is received at the office indicated for receipt of bids before the closing date and time for bid submissions.

#### **4. Security requirements**

##### 4.1. With bid

If a bid exceeds \$25,000, the bidder must include a security in the form of EITHER a bid bond in an approved form and from a company whose bonds are acceptable, in an amount of at least 10% of the bid, OR a cash security deposit with a value of at least 10% of the bid amount. The cash security deposit must be:

- a) a certified cheque payable to the Receiver General for Canada and issued by a member of the Canadian Payments Association or a local credit union that is a member of a central credit union that is a member of the Canadian Payments Association;
- b) a government guaranteed bond (made out to His Majesty the King in right of Canada, the creditor [hereafter the Crown]); or
- c) any other value deemed acceptable by the contracting authority and approved by the Treasury Board.

##### 4.2. Upon acceptance of a bid

4.2.1. If the value of a bid exceeds \$25,000, the National Battlefields Commission **MUST REQUIRE** the bidder of the accepted bid to provide the security described in the document titled "Contract security conditions."

4.2.2. If the value of a bid is under \$25,000, the National Battlefields Commission **MAY REQUIRE** the bidder of the accepted bid to provide the security described in the document titled "Contract security conditions."

#### **5. Insurance**

5.1. The bidding Contractor must provide with its bid proof of general liability insurance of at least five (5) million dollars, in effect for the full duration of the work.

5.2. The bidding Contractor must provide with its bid proof of all-risk insurance in the event of damage, particularly by fire or otherwise, of at least five (5) millions dollars, in effect for the full duration of the work.

#### **6. Bid acceptance**

6.1. The National Battlefields Commission is not required to accept the lowest bid or any bid.

#### **7. Additional document to include with bid**

7.1. **N.B. remember to include the document listed in section 7.1 with the bid.** Bidding companies must attach a copy of the executive committee's resolution showing that the person signing the bid has received authorization to do so.

7.2. All the documents to certify your RBQ licences and documents of your file's compliance with CNESST.

#### **8. Archaeological research – critical consideration**

During excavation work on NBC property, service providers are always expected to follow a specific rule concerning archaeological research. Some sectors have strong archaeological potential, and if investigations are required, the service provider must comply.

#### **9. Contractual clause – Administration of contracts**

The Office of the Procurement Ombudsman (OPO) was set up by the Government of Canada to provide Canadian bidders with an independent means of filing complaints related to the awarding of certain federal contracts, regardless of their value. If you have concerns related to the administration of a federal government contract, you can communicate with the OPO by email at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by phone at 1-866-734-5169, or through its website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information about OPO services, consult the [Procurement Ombudsman Regulations](#) or the [OPO website](#).

#### **10. Confidentiality, Access to Information and Privacy**

The party acknowledges that the NBC is subject to the Access to Information Act, R.S.C., 1985, c. A-1 and the Privacy Act, R.S.C., 1985, c. P-21 and recognizes that the NBC may be required to disclose information under these acts.

A party shall not disclose confidential information of the other party received as part of the call for proposals and submission, unless the party consents or is required to do so by law, including laws governing access to information, the protection of personal information and the right to privacy.

A party that receives personal information from another party, its contractors or any other third party, the disclosure of which is required to be protected under the right to privacy, shall not disclose such information unless required to do so by applicable law.

#### **11 Accessibility clause**

The National Battlefields Commission integrates equity, diversity and inclusion measures into its practices for accessible procurement in accordance with its strategic plan and the requirements of the Accessible Canada Act. All suppliers must demonstrate the accessibility of their product or the conformity of their service to meet accessibility needs.