

**TENDERING CODE
AND
SCHEDULES I TO V
IN EFFECT JANUARY 1, 2016**

Notice to the Reader:

*It should be noted that, for interpretation purposes, the French text shall prevail over the English, the latter being a translation of the French original. Please also note that the sigla (initials) are reproduced as in the French version [such as **TES** for «Transmission électronique des soumissions» (electronic bid transmission) , **BSDQ** for «Bureau des soumissions déposées du Québec» (Quebec Bid Depository System), **ACQ** for «Association de la construction du Québec» (Quebec Construction Association), **CMEQ** for «Corporation des maîtres électriciens du Québec» (Corporation of Master Electricians of Quebec) and **CMMTQ** for «Corporation des maîtres mécaniciens en tuyauterie du Québec»(Corporation of Master-Pipe Mechanics of Quebec)]*

TENDERING CODE / PREAMBLE	- 5 -
ELECTRONIC BID TRANSMISSION (TES)	- 5 -
CHAPTER A – DEFINITIONS	- 6 -
A-1 CALL FOR TENDERS	- 6 -
A-2 BSDQ	- 6 -
A-3 SECTION REPEALED	- 6 -
A-4 CODE	- 6 -
A-5 TENDERING DOCUMENTS	- 6 -
A-6 RECIPIENT CONTRACTOR	- 6 -
A-6.1 RECIPIENT CONTRACTOR FOR A SUB-FILE	- 6 -
A-7 SUCCESSFUL RECIPIENT CONTRACTOR	- 7 -
A-8 SECTION REPEALED	- 7 -
A-9 RELATED GROUP	- 7 -
A-10 WORKING HOURS	- 7 -
A-11 BUSINESS DAYS	- 7 -
A-12 AWARDING AUTHORITY	- 7 -
A-13 TENDER PRICE	- 7 -
A-13.1 PROCEDURE ESTABLISHED BY THE BSDQ FOR USING TES	- 7 -
A-13.2 TES USER PROTOCOL	- 7 -
A-14 TENDER	- 7 -
A-15 SPECIALTY	- 7 -
A-16 TES (ELECTRONIC BID TRANSMISSION)	- 8 -
CHAPTER B – CONDITIONS OF APPLICATION	- 9 -
B-1 WHENEVER REQUIRED BY THE AWARDING AUTHORITY	- 9 -
B-2 WHEN NOT REQUIRED BY THE AWARDING AUTHORITY	- 9 -
CHAPTER C – COMMITMENTS TO THE BSDQ	- 10 -
C-1 TENDERER’S COMMITMENT TO THE BSDQ	- 10 -
C-2 RECIPIENT CONTRACTOR’S COMMITMENT TO THE BSDQ	- 11 -
C-3 AUTHORITY TO SIGN TENDERER’S AND RECIPIENT CONTRACTOR’S COMMITMENT TO THE BSDQ	- 12 -
C-4 REVOCAION OF COMMITMENT TO THE BSDQ	- 12 -
CHAPTER D – TENDERS AND TENDER SECURITIES	- 13 -
D-1 TENDER COMPLIANCE	- 13 -
D-2 FILINGS DONE EXCLUSIVELY THROUGH BSDQ	- 13 -
D-3 PRESCRIBED TENDER FORM	- 13 -
D-4 DISTINCT TENDER FOR EACH SPECIALTY	- 13 -
D-4.1 COMBINATION OF GOVERNED SPECIALTIES ACCORDING TO ONE OF PARAGRAPHS A, B AND C OF SCHEDULE I (ELECTRICAL OR MECHANICAL SPECIALTIES)	- 13 -
D-5 TENDERS TO INCLUDE ALL WORK IN GOVERNED SPECIALTY	- 13 -
D-5.1 SPECIALTIES FOR WHICH THE SUBJECTION INCLUDES A GUIDE PRESCRIBING THE SCOPE OF WORK (GOVERNED ARCHITECTURAL SPECIALTIES ACCORDING TO PARAGRAPH D OF SCHEDULE I)	- 14 -
D-6 SECTION REPEALED	- 14 -
D-7 SECTION REPEALED	- 14 -
D-8 TENDERS TO BE FILED ONLY ONCE	- 14 -
D-9 DIFFERENT TENDER PRICES FROM ONE RECIPIENT CONTRACTOR TO THE NEXT	- 14 -
D-10 MANDATORY TENDER SECURITY	- 14 -
D-10.1 METHODS FOR FILING THE TENDER SECURITY	- 15 -
D-11 EFFECTIVE DATE OF TENDER, TENDER SECURITY AND VALIDITY PERIOD OF TENDER AND BID BOND	- 15 -
D-12 CONTENT OF LETTER OF INTENT	- 15 -
D-13 TENDER SECURITY BENEFICIARY	- 15 -
D-13.1 OPTIONAL TENDER SECURITY	- 15 -

D-14	REFUND TO TENDERER OF AMOUNT PAID AS TENDER SECURITY AND RELEASE FROM BOND _____	- 16 -
D-15	REMEDIES IN DAMAGES FOR REFUSAL TO CONTRACT OR FOR BREACH OF CONTRACT _____	- 16 -
CHAPTER E –PROCEDURE FOR FILING ELECTRONIC TENDERS _____		- 17 -
E-1	OBTAINING ACCESS CODE FOR TENDERERS _____	- 17 -
E-1.1	REGISTRATION OF A PROJECT _____	- 17 -
E-2	TENDER CONTENT _____	- 17 -
E-3	DATE AND CLOSING TIME _____	- 17 -
E-4	CONFIRMATION OF ELECTRONIC FILING _____	- 18 -
E-5	SELECTIVE LIST _____	- 18 -
E-6	RETRIEVAL OF THE TENDER _____	- 18 -
E-7	REJECTION OF TENDER SUBMITTED AFTER FIXED TIME _____	- 18 -
E-8	POSTPONEMENT OF DATE AND CLOSING TIME _____	- 18 -
E-9	SECTION REPEALED _____	- 18 -
CHAPTER F – TENDER WITHDRAWAL _____		- 19 -
F-1	RIGHT OF WITHDRAWAL _____	- 19 -
F-2	TIME LIMIT FOR WITHDRAWAL _____	- 19 -
F-3	ELECTRONIC WITHDRAWAL OF A BID _____	- 19 -
F-4	WITHDRAWAL CHARGE _____	- 19 -
F-5	MONITORING THE EXERCISE OF THE RIGHT OF WITHDRAWAL _____	- 19 -
F-6	SECTION REPEALED _____	- 19 -
F-7	EFFECT OF EXERCISE OF RIGHT OF WITHDRAWAL _____	- 19 -
CHAPTER G - PROCEDURE FOR ELECTRONICALLY MAKING AVAILABLE AND TAKING POSSESSION OF TENDERS _____		- 20 -
G-1	OBTAINING AN ACCESS CODE FOR RECIPIENT CONTRACTORS _____	- 20 -
G-1.1	SORTING BY BSDQ _____	- 20 -
G-2	TENDERER’S INSTRUCTIONS WHERE THERE IS A UNIQUE TENDER _____	- 20 -
G-3	SECTION REPEALED _____	- 20 -
G-4	SECTION REPEALED _____	- 20 -
G-5	AVAILABILITY AND TAKING POSSESSION OF TENDERS _____	- 20 -
G-6	REFUSAL TO TAKE POSSESSION OF ONE OR MORE TENDERS _____	- 21 -
G-7	SECTION REPEALED _____	- 21 -
G-8	SECTION REPEALED _____	- 21 -
CHAPTER H – ACCESS TO TENDERS BY THE BSDQ AND TABULATION _____		- 22 -
H-1	ACCESS TO TENDERS BY THE BSDQ _____	- 22 -
H-2	TABULATION OF TENDERS _____	- 22 -
CHAPTER I – RECALL OF TENDERS _____		- 23 -
I-1	CASES OF RECALL OF TENDERS _____	- 23 -
I-1.1	RECALL OF TENDERS RULED ON BY BSDQ SPECIAL COMMITTEE _____	- 23 -
I-2	RECALL OF TENDERS RESTRICTED TO TENDERERS HAVING FILED A TENDER UPON INITIAL CALL FOR TENDERS _____	- 24 -
I-3	RECALL OF TENDERS OPEN TO ALL TENDERERS _____	- 24 -
I-4	BSDQ REFUSAL TO AUTHORIZE RECALL OF TENDERS _____	- 25 -
I-5	PROHIBITION ON CONTRACTING IN THE ABSENCE OF RECALL OF TENDERS SHOULD TENDERING DOCUMENTS BE MODIFIED EXCEPT AS REGARDS THE LOWEST COMPLIANT TENDERER _____	- 25 -
I-6	FORFEITURE _____	- 25 -
CHAPTER J – CONTRACT _____		- 26 -
J-1	CONTRACT ACCORDING TO THE TENDER _____	- 26 -
J-1.1	CASH DISCOUNT _____	- 26 -
J-2	AWARDING OF CONTRACT TO LOWEST COMPLIANT TENDERER WHERE A TENDER SECURITY HAS BEEN PROVIDED BY THE TENDERER _____	- 26 -
J-3	WHERE APPLICATION FOR LEAVE TO AWARD A CONTRACT TO A TENDERER WHO HAS NOT FILED THE LOWEST COMPLIANT TENDER IS GRANTED BY THE BSDQ _____	- 26 -

J-4	AWARDING OF CONTRACT TO A TENDERER WHO HAS NOT FILED THE LOWEST COMPLIANT TENDER WITHOUT BSDQ PERMISSION _____	- 27 -
J-5	CONTRACT WITH RECIPIENT CONTRACTOR _____	- 27 -
J-6	AWARDING OF CONTRACTS TO A NON-COMPLIANT TENDERER _____	- 27 -
J-7	ONLY ONE OR NO TENDER HAS BEEN ADDRESSED TO THE RECIPIENT CONTRACTOR _____	- 28 -
J-8	RECIPIENT CONTRACTOR WISHING TO PERFORM WORK HIMSELF IN A GOVERNED SPECIALTY _____	- 28 -
J-9	RENUNCIATION TO PROCEEDINGS IN INJUNCTION _____	- 28 -
CHAPTER K – CONTRACTOR’S LIABILITY _____		- 29 -
K-1	CONTRACTORS’ LIABILITY _____	- 29 -
K-2	RELATED GROUP _____	- 29 -
K-3	ASSIGNMENT OF CONTRACT _____	- 29 -
CHAPTER L – COMPLAINTS _____		- 30 -
L-1	ADMISSIBLE COMPLAINANT _____	- 30 -
L-2	INVESTIGATION _____	- 30 -
L-3	FORWARDING OF COMPLAINT _____	- 30 -
L-4	BSDQ INVESTIGATION _____	- 30 -
SCHEDULE I – GOVERNED SPECIALTIES _____		- 31 -
A)	ELECTRICAL WORKS _____	- 31 -
B)	MECHANICAL WORKS _____	- 31 -
C)	ELECTRICAL OR MECHANICAL WORKS WHICH ARE NOT OF EXCLUSIVE JURISDICTION _____	- 32 -
D)	WORKS COMPELLED BY RESOLUTION (ARCHITECTURAL SPECIALTIES) _____	- 32 -
E)	OTHER GOVERNED WORKS _____	- 32 -
SCHEDULE I _____		- 33 -
SCHEDULE II- LIST OF LEGAL PERSONS AUTHORIZED TO DELIVER BID BONDS AND LETTERS OF INTENT _____		- 34 -
SCHEDULE III _____		- 36 -
	CASES WHERE A SECURITY TENDER SHALL NECESSARILY BE PROVIDED WITH A TENDER _____	- 36 -
SCHEDULE IV _____		- 37 -
	SPECIAL APPLICATIONS OF SECTION J-8 _____	- 37 -
SCHEDULE V - GUIDES PRESCRIBING THE SCOPE OF WORK AND ADOPTED UPON SUBJECTION OF CERTAIN ARCHITECTURAL SPECIALTIES _____		- 38 -
	INSTRUCTIONS FOR USING THE GUIDES _____	- 38 -
	GUIDE PRESCRIBING THE SCOPE OF WORK OF THE "THERMAL INSULATION – OTHER THAN ROOFING OR MECHANICAL" SPECIALTY _____	- 39 -
	GUIDE PRESCRIBING THE SCOPE OF WORK OF THE "INTERIOR SYSTEMS" SPECIALTY _____	- 40 -
LIST OF AGREEMENTS THAT AMENDED THE TENDERING CODE SINCE OCTOBER 29, 1996 _____		- 42 -

TENDERING CODE / PREAMBLE

The preamble forms a part of this Code.

This Tendering Code is aimed at:

- making it possible for persons receiving tenders to compare them;
- promoting competition by assuring persons receiving tenders that the different tenderers have made a genuine effort to quote their best price at the time of filing their tender;
- establishing tendering rules applicable to any call for tenders so as to improve services offered to the public, to persons requesting tenders and to contractors filing or receiving tenders;
- allowing the public and especially the Awarding Authority to enjoy the benefits of healthy competition and protecting them from abuse in the tendering and contract awarding process.

ELECTRONIC BID TRANSMISSION (TES)

Since February 1, 2013, the computer system for electronic tender transmission (TES) is mandatory. TES replaces the system of filing, forwarding or putting in availability and taking possession of tenders in a sealed envelope. The provisions of the Tendering Code were adapted accordingly to take into account the controls that shall be introduced and the technological requirements inherent in computing and surfing the Internet.

As the system of filing tenders in a sealed envelope has been discontinued, the ACQ, CMEQ and CMMTQ have endorsed the decision to exclude from the application of the Tendering Code tenders that are addressed directly to the Awarding Authority. These tenders excluded from the application of this Code are those ultimately aimed at concluding a contract between the Awarding Authority and the successful tenderer.

The exclusion of tenders addressed directly to the Awarding Authority from the application of the Tendering Code and its rules do not, however, deprive the Awarding Authority of the possibility of requiring that the tenders it requires be sent to it electronically through TES. TES offers this possibility to the Awarding Authority pursuant to a separate agreement that may be drawn up, at its request, with the BSDQ.

CHAPTER A – DEFINITIONS

A-1 CALL FOR TENDERS

Any invitation to tender in any form whatsoever or the delivery or putting in availability of tendering documents.

A-2 BSDQ

The Bureau des soumissions déposées du Québec, an organization made up of the Association de la construction du Québec (ACQ), the Corporation des maîtres électriciens du Québec (CMEQ) and the Corporation des maîtres mécaniciens en tuyauterie du Québec (CMMTQ).

A-3 SECTION REPEALED

A-4 CODE

The tendering rules provided for herein.

A-5 TENDERING DOCUMENTS

Invitations to tender, notices to tenderers, calls for tenders, plans, drawings, specifications and their general or special administrative and technical clauses, security and bond documents, addenda, tender forms, price schedules, instructions to tenderers , and any other documents issued by the Awarding Authority or its representative and by the BSDQ, setting out requirements with respect to the submission of a tender.

A-6 RECIPIENT CONTRACTOR

The contractor to whom one or many tenders are or may be addressed in any quality whatsoever:

- a) for the purposes of a tender that the recipient contractor himself will address to the Awarding Authority, or
- b) for the purposes of performing the work to which a tender applies that the recipient contractor has already addressed to the Awarding Authority, or
- c) for the purposes of performing the work to which a contract applies that the recipient contractor has already concluded with the Awarding Authority.

Presumptions:

Any person, other than the Awarding Authority, who holds a contractor's license and to whom tenders shall be addressed is presumed to be a recipient contractor.

Any person, other than the Awarding Authority, who holds a contractor's license and to whom tenders shall be addressed, is deemed to be a recipient contractor if the tenders are addressed to him, in order to conclude a contract between him and the successful tenderer.

A-6.1 RECIPIENT CONTRACTOR FOR A SUB-FILE

When a sub-file is opened by the BSDQ for a registered project, the term "recipient contractor" used also means the bidding contractor to whom one of more tenders are, or may be, addressed for the purposes of a tender that bidding contractor will file himself, through the BSDQ, to a recipient contractor.

A-7 SUCCESSFUL RECIPIENT CONTRACTOR

The recipient contractor who has been or is awarded a contract for work for which one or several tenders have been addressed to him.

A-8 SECTION REPEALED

A-9 RELATED GROUP

The term "related group" mentioned in this Code has the same meaning as that provided for in sections 17 to 21 of the Taxation Act (CQLR, chapter I-3).

A-10 WORKING HOURS

The hours between 9 AM and 5 PM every business day for the purposes of Section F-2 of this Code.

A-11 BUSINESS DAYS

The days from Monday to Friday inclusively, excluding statutory holidays and all days included within the Construction Industry Holiday Periods.

A-12 AWARDING AUTHORITY

The person for whom or on whose behalf work is performed.

A-13 TENDER PRICE

The total amount of remuneration provided for in the tender excluding the Goods and Services Tax (GST) and the Quebec Sales Tax (QST).

A-13.1 PROCEDURE ESTABLISHED BY THE BSDQ FOR USING TES

Detailed procedure establishing and describing how to use TES programs and modules and how to complete the various stages of filing and taking possession of tenders electronically. This procedure is contained in the guides the BSDQ makes available to TES users.

A-13.2 TES USER PROTOCOL

Protocol establishing the rights and obligations of TES users, who are given access to TES upon its signature through a user master code and password assigned by the BSDQ.

A-14 TENDER

A written or verbal offer by which a person undertakes to provide services or to perform work, whether labour and materials or labour only, in return for remuneration, regardless of remuneration criteria whether pursuant to any lump sum, fixed fee remuneration, percentage fee, fee by the day, unit-based or otherwise.

A-15 SPECIALTY

Specialty: Any category of work which, through tendering documents or Construction Industry practices and customs, constitute a technical activity which, for tendering purposes, is distinct from other activities or specialties.

Specialties subject to the rules of the present Code are made subject thereto either by operation of law, or in accordance with Schedule I following the adoption of a subjection resolution. They are set out in Schedule I.

A-16 TES (ELECTRONIC BID TRANSMISSION)

Computer system developed by the BSDQ consisting of programs and modules for filing, putting in availability, taking possession of and consulting tenders electronically. The procedure established by the BSDQ for its use and the User Protocol for access to TES are stipulated in sections A-13.1 and A-13.2 of this Code.

CHAPTER B – CONDITIONS OF APPLICATION

B-1 WHENEVER REQUIRED BY THE AWARDING AUTHORITY

The present rules necessarily apply to any tender addressed to a recipient contractor with respect to work which the Awarding Authority requests that this Code applies, regardless of the nature of the work and whatever the price and conditions thereof.

B-2 WHEN NOT REQUIRED BY THE AWARDING AUTHORITY

The present rules necessarily apply, even where the Awarding Authority does not so request, to any tender filed with respect to work to be performed in one of the governed specialties enumerated in Schedule I of this Code when it is addressed to a recipient contractor, provided the four following conditions are met:

- a) that the work be performed on Quebec territory;
- b) that more than one offer be requested. More than one offer is deemed requested whenever more than one tenderer is called upon to submit a tender in a governed specialty. Any invitation to tender under whatever form or the delivery or putting in availability of tendering documents is deemed a call for tenders;
- c) that the tender price for the governed specialty reaches or exceeds \$20,000;
- d) that tendering documents allow the presentation of comparable tenders even where a visit on the site is necessary.

Tendering documents are deemed to authorize the presentation of comparable tenders where, notwithstanding the fact that they may be incomplete, said documents allow tenderers, considering any codes, standards, trade practices and special rules applicable to work performed in governed specialties, to respond to invitations to tender through tenders that can definitively be compared based on their price.

Where tendering documents require tenderers to submit proposals and to play a significant part in the design of the work and require them to specify the work they are offering to perform, such tendering documents are not deemed to authorize the presentation of comparable tenders.

CHAPTER C – COMMITMENTS TO THE BSDQ

C-1 TENDERER'S COMMITMENT TO THE BSDQ

All tenderers wishing to have their tender accepted by the BSDQ shall hold a contractor's licence issued pursuant to the provisions of the Building Act (CQLR, chapter B-1.1) and shall deliver a copy thereof to the BSDQ after first signing the following commitment to the BSDQ:

Contractor's name (in block letters)

The aforementioned contractor undertakes to comply with the rules set out in this Tendering Code (Code) enacted pursuant to the agreement establishing the Bureau des soumissions déposées du Québec (BSDQ) as well as with the provisions of any amendment possibly made to said Code.

In the event of any breach or infringement on his part, he agrees to be accountable to all other tenderers having acted in accordance with this Code for damages suffered by them as a result of said breach or infringement.

With respect to the parties to the agreement establishing the BSDQ, subject to and without affecting the obligations, sanctions, rights and recourses provided for by law in such case, he agrees, should he breach or infringe any provision of this Code in making any offer, tender or agreement, to pay, in lieu of liquidated damages, a penalty equal to five percent (5 %) of the price of the contract thus secured. Should he fail to pay the aforementioned penalty, one of the parties hereto may consequently prosecute him accordingly.

He also undertakes to pay any fine and to comply with disciplinary measures possibly taken against him by any one of the parties to the BSDQ agreement in respect of any breach or infringement of this Code.

He also undertakes to file a tender electronically, to make all necessary verifications and to gather any information that may be required, prior to filing a tender, the whole in order to ensure that said tender is submitted in accordance with this Code. He shall sign the User Protocol providing access to TES and comply with the procedure established by the BSDQ for the use of TES.

He authorizes the BSDQ not to make his tender available to a recipient contractor having failed to sign the commitment to the BSDQ contained in section C-2 of this Code.

Whenever he secures a contract after filing a tender through the BSDQ, he undertakes to inform the BSDQ accordingly. He also undertakes to pay the BSDQ yearly dues as well as any required contribution due and the cost of any item, document or service provided to him, based on amounts set by the latter from time to time and to pay the withdrawal fees mentioned in this Code.

He acknowledges and agrees that should he still be in default with respect to the payment of amounts owing to the BSDQ ninety (90) days after his billing date, the BSDQ may deem this commitment to the BSDQ contract cancelled or null and void.

He also agrees to be bound by the provisions of section C-2 of this Code when acting as recipient contractor.

Signed at on this the..... day of 20__

(Contractor's signature)

or, where contractor is a partnership or a legal person:

(Firm Name)

By: _____

(Signature of Authorized Representative)

Tenderers' commitments to the BSDQ shall be deemed cancelled or null and void should the latter no longer hold a valid licence issued in accordance with the provisions of the Building Act (CQLR, chapter B-1.1).

The BSDQ numbers the commitments to the BSDQ and keeps a register thereof. It informs each person so committed to the BSDQ of his own distinctive commitment number. The BSDQ ensures the validity of the commitment prior to allowing the tenderer to access TES.

C-2 RECIPIENT CONTRACTOR'S COMMITMENT TO THE BSDQ

All recipient tenderers wishing to have their tender accepted by the BSDQ shall hold a contractor's licence issued pursuant to the provisions of the Building Act (CQLR, chapter B-1.1) and shall deliver a copy thereof to the BSDQ after first signing the following commitment to the BSDQ:

Contractor's name (in block letters)

The aforementioned contractor undertakes to comply, with respect to the awarding of contracts, with the rules set out in this Tendering Code (Code) enacted pursuant to the agreement establishing the Bureau des soumissions déposées du Québec (BSDQ) as well as with the provisions of any amendment possibly made to said Code.

He declares that he requires that a tender security and a letter of intent in accordance with the provisions and modalities provided for in said Code and its Schedules.

He accepts that tenders be made available to him only electronically, and undertakes for this purpose to sign the Use Protocol giving him access to TES and to comply with the procedure established by the BSDQ for the use of TES.

In the event of any breach or infringement on his part, he agrees to be accountable to all other recipient contractors having acted in accordance with this Code and to all tenderers for damages suffered by them as a result of said breach or infringement.

With respect to the parties to the agreement establishing the BSDQ, subject to and without affecting the obligations, sanctions, rights and recourses provided for by law in such case, he agrees to pay, should he breach or infringe any provision of this Code, in lieu of liquidated damages, a penalty equal to five percent (5 %) of the price of any contract entered into in contravention of this Code. Should he fail to pay the aforementioned penalty, one of the parties hereto may consequently prosecute him accordingly.

He also undertakes to pay any fine and to comply with disciplinary measures possibly taken against him by any one of the parties to the BSDQ agreement in respect of any breach or infringement of this Code.

When awarding a contract to any tenderer having addressed to him a tender for each governed specialty, he undertakes to inform the BSDQ thereof within thirty (30) days following the signing of said contract. He also undertakes to pay the BSDQ yearly dues and to pay the cost of any item, document or service provided to him, based on amounts set by the latter from time to time.

He acknowledges and agrees that should he still be in default with respect to the payment of any amounts owing to the BSDQ ninety (90) days after their billing date, the BSDQ may deem this commitment to the BSDQ contract cancelled or null and void.

Signed at on this the..... day of 20__

(Contractor's signature)

or, if the contractor is a partnership or a legal person:

(Firm Name)

By: _____

(Signature of Authorized Representative)

The recipient contractor's commitment to the BSDQ contracts shall be deemed either cancelled or null and void should the latter no longer hold a valid licence issued in accordance with the provisions of the Building Act (CQLR, chapter B-1.1) and shall deliver a copy thereof to the BSDQ after first signing the following commitment to the BSDQ).

The BSDQ numbers the commitments to the BSDQ and keeps a register thereof. It informs each person so committed to the BSDQ of his own distinctive commitment number. The BSDQ ensures the validity of the commitment prior to allowing the recipient contractor to access TES.

C-3 AUTHORITY TO SIGN TENDERER'S AND RECIPIENT CONTRACTOR'S COMMITMENT TO THE BSDQ

Whenever tenderer or recipient contractor is a legal person, the commitment shall come with a resolution or, where a partnership is concerned, with a letter signed by all of the partners, confirming that the signatory is duly authorized to bind said legal person or partnership.

C-4 REVOCATION OF COMMITMENT TO THE BSDQ

Tenderer or recipient contractor commitments to the BSDQ apply to all acts performed prior to their revocation. Revocations are valid only where in writing and coupled with the documents mentioned in section C-3 of this Code, in the instances mentioned therein. Revocations become effective thirty (30) days after they are received at the BSDQ.

CHAPTER D – TENDERS AND TENDER SECURITIES

D-1 TENDER COMPLIANCE

Tenders shall be in accordance with the tendering documents and in compliance with the rules provided for in this Code. They shall comply with the scope of work set out in these tendering documents. If the tendering documents do not provide for the scope of work for the specialty concerned, the tender shall be in compliance with the scope of work prescribed in a guide adopted at the time of the specialty's subjection, as applicable.

Subject to the provisions contained in this chapter, a tender shall cover only one specialty and shall not contain exclusions, all in order to remain comparable.

D-2 FILINGS DONE EXCLUSIVELY THROUGH BSDQ

All tenders shall be filed by the tenderer and transmitted electronically to the recipient contractors only through the BSDQ in accordance with the procedure established by the BSDQ for the use of TES.

Any document required by the Awarding Authority, the recipient contractor or by the rules of this Code shall be filed simultaneously with the tender and transmitted electronically to recipient contractors only through the BSDQ in accordance with the procedure established by the BSDQ for the use of TES.

A tenderer shall not be entitled to directly forward tenders to, or to bid directly to a recipient contractor.

D-3 PRESCRIBED TENDER FORM

The tender must be completed electronically and in the form prescribed by the procedure established by the BSDQ for the use of TES.

D-4 DISTINCT TENDER FOR EACH SPECIALTY

In the absence of written indication to the contrary in the tendering documents, a distinct tender, drawn up on a separate form shall be filed for each governed specialty and for each project.

However, unless indicated to the contrary in writing in the tendering documents, when a division of the specifications includes more than one governed specialty, the tenderer may submit a tender for each specialty of his choice or a tender combining some or all of the specialties included in the division. However, the tenderer may contract only for all of the work included in his tender.

The term "division" used in the present section has a generic meaning and refers to any part of the specifications that contains divisions or subdivisions.

D-4.1 COMBINATION OF GOVERNED SPECIALTIES ACCORDING TO ONE OF PARAGRAPHS A, B AND C OF SCHEDULE I (ELECTRICAL OR MECHANICAL SPECIALTIES)

Despite section D-4 of the present Code, a tenderer is permitted to submit a tender combining distinct mechanical specialties, or a tender combining distinct electrical specialties, even if these specialties are described in different divisions of the specifications, unless otherwise indicated in writing in the tendering documents.

However, the tenderer remains subject to the obligation set out in section D-4 to be able to contract only for all of the work included in his tender.

D-5 TENDERS TO INCLUDE ALL WORK IN GOVERNED SPECIALTY

Unless the scope of work of a specialty provides otherwise, a tender shall include all the work pertaining to the specialty, in the sense of section A-15 of the present Code. All the work described in a division of the specifications with the work of a governed specialty is deemed to be part of that specialty.

Subject to the scope of work provided for a specialty in the tendering documents, a tenderer is prohibited from excluding certain work described in a division covered by his tender, such as drilling and piercing, excavation, concreting, painting etc., so that the tenders remain comparable.

D-5.1 SPECIALTIES FOR WHICH THE SUBJECTION INCLUDES A GUIDE PRESCRIBING THE SCOPE OF WORK (GOVERNED ARCHITECTURAL SPECIALTIES ACCORDING TO PARAGRAPH D OF SCHEDULE I)

Unless the tendering documents provide for the scope of work of a governed specialty, a tender submitted for this specialty must comply with the scope of work prescribed in the guides reproduced in Schedule V for this specialty and adopted upon its subjection. When such a guide has been adopted, sections D-4 and D-5 of the present Code do not apply to the tenders concerning these architectural specialties.

The scope of work prescribed in these guides and the instructions for their use pertaining thereto, reproduced in Schedule V of the present Code, have the purpose of favouring comparison of the tenders submitted for a governed specialty, accounting for and complying with the practices and customs of the construction industry.

D-6 SECTION REPEALED

D-7 SECTION REPEALED

D-8 TENDERS TO BE FILED ONLY ONCE

Tenderers may file only one tender with respect to the work to which said tender applies, subject to sections D-9, E-6 and E-8 and subject to Chapter I of this Code.

D-9 DIFFERENT TENDER PRICES FROM ONE RECIPIENT CONTRACTOR TO THE NEXT

Tenderers may file tenders with different prices and terms from one recipient contractor to the next with respect to the performance of the same work. Tenderers shall do so in accordance with the procedure established by the BSDQ for the use of TES.

D-10 MANDATORY TENDER SECURITY

Each tender whose price equals or exceeds the amount specified in Schedule III of this Code shall, even if not required by the tendering documents, be accompanied by a tender security.

A tender not accompanied by this security is non-compliant and cannot be accepted by the recipient contractor.

The tender security may be provided in the form of a bid bond and letter of intent issued by a legal person whose name is listed in Schedule II of this Code. This security gives the lowest compliant tenderer the right to obtain the contract, in accordance with section J-2 of this Code.

The tender security may also be provided through an electronic money transfer to the BSDQ account allocated for this purpose, unless otherwise indicated in the tendering documents. This security does not give the lowest compliant tenderer the right to obtain the contract, in accordance with section J-2 of this Code, unless it is able to provide a performance bond and a labour and materials payment bond within five (5) business days of a request to that effect from the successful recipient contractor.

The tender security, whether provided in the form of a bond or electronic money transfer, shall be equal to ten percent (10%) of the tender price, unless otherwise indicated in the tendering documents.

D-10.1 METHODS FOR FILING THE TENDER SECURITY

The bid bond and letter of intent are provided through the prescribed form and in accordance with the procedure established by the BSDQ for the use of TES. They are previously issued and signed by one of the legal persons listed in Schedule II, then appended to the tender filed electronically by the tenderer prior to the tenders closing time at the BSDQ.

Money is transferred electronically in accordance with the procedure established by the BSDQ when filing the tender. After the tender is filed along with the security, and in accordance with the procedure established for the use of TES, the BSDQ will confirm electronically that the required amount has been transferred to its in trust account. Recipient contractors shall make sure this confirmation is received prior to filing their own tenders with the Awarding Authority.

D-11 EFFECTIVE DATE OF TENDER, TENDER SECURITY AND VALIDITY PERIOD OF TENDER AND BID BOND

Tenders and tender securities have force and effect only after the expiry of the time limit for exercising the right of withdrawal stipulated in Chapter F of this Code.

Tenders are valid during the period mentioned in the tendering documents; failing a written provision in the tendering documents, tenders are valid either for a period of twenty (20) days in addition to the validity period mentioned in the tendering documents concerning recipient contractor tenders, or for a period of thirty (30) days after the general contract is awarded, whichever comes first; where no period is mentioned with respect to recipient contractors, tenders are valid for the period mentioned on the BSDQ tender form.

The bond provided as tender security shall be valid for the same period as the tender.

D-12 CONTENT OF LETTER OF INTENT

By issuing a letter of intent, a legal person whose name is mentioned in Schedule II of this Code undertakes, should a contract be awarded and these bonds be required upon the contract being awarded, to deliver a performance bond and a labour, materials and services payment bond, each for an amount equal to 50 % of the tender price.

The successful recipient contractor shall, within ten (10) business days of the acceptance of the selected tenderer's tender, give the latter written notification informing him that he shall be required to provide a performance bond and a labour and materials payment bond when the contract is awarded. Failing such notification, said selected tenderer and his surtey shall be discharged of any obligation to provide said bonds.

Except where the aforementioned bonds are required pursuant to the tendering documents, the successful recipient contractor shall, should he require same when the contract is awarded, pay the selected tenderer fees set at \$10 for every one thousand dollar (\$1,000) fraction of the amount contracted.

D-13 TENDER SECURITY BENEFICIARY

The tender security provided in the form of a bid bond and letter of intent is established in favour of the successful recipient contractor.

The tender security provided in the form of an electronic money transfer to the BSDQ account is kept in trust and transferred to the successful recipient contractor unless it is refunded to the tenderer pursuant to section D-14 of this Code.

D-13.1 OPTIONAL TENDER SECURITY

A tenderer whose tender price is less than the amount specified in Schedule III of this Code may choose to include a tender security. The provisions of sections D-10 to D-13 and those of section D-14 apply to

optional tender securities, with the necessary adjustments.

D-14 REFUND TO TENDERER OF AMOUNT PAID AS TENDER SECURITY AND RELEASE FROM BOND

Legal persons who issued bid bonds provided by tenderers as tender security shall be released in accordance with the terms of the bid bond.

The amount paid as tender security shall be refunded to tenderers ten (10) days after the tenders closing time at the BSDQ if the analysis performed by the BSDQ of the tenders filed and the taking possession thereof by their recipients does not identify the three (3) lowest tenderers for the specialty to which their tender applies.

The amount paid as tender security shall be refunded to the three (3) lowest bidders at the end of the validity period of their tender or when a contract for the work to which their tenders apply is entered into with the selected tenderer. It is also refunded when the selected tenderer has provided, at the request of the successful recipient contractor under section D-10 of this Code, a performance bond and a labour, materials and payment bond, or if he has not been able to do so, when the successful recipient contractor chooses to award the contract to another tenderer.

The tenderer and the successful recipient contractor shall inform the BSDQ as soon as a contract is concluded to allow the BSDQ to refund the amount paid as tender security as soon as possible.

D-15 REMEDIES IN DAMAGES FOR REFUSAL TO CONTRACT OR FOR BREACH OF CONTRACT

The provisions of sections D-10 to D-14 of this Code shall not be construed as restricting any of successful recipient contractor's remedies in damages for refusal to contract or for breach of contract.

CHAPTER E –PROCEDURE FOR FILING ELECTRONIC TENDERS

E-1 OBTAINING ACCESS CODE FOR TENDERERS

Tenderers, who sign the commitment, stipulated in section C-1 of this Code, have access to TES upon signing the User Protocol that makes them eligible to receive a master user code and a password from the BSDQ. The procedure for filing tenders electronically is that established by the BSDQ for the use of TES.

E-1.1 REGISTRATION OF A PROJECT

The request to open a file for a project may be submitted by any interested person to the BSDQ. After obtaining the necessary information, the BSDQ opens the file and registers the project concerned in TES.

No tender or bid bond may be filed unless the project has been previously registered by the BSDQ, within the time limit and in accordance with the procedure established by the BSDQ for the use of TES.

E-2 TENDER CONTENT

All tenders shall bear the tenderer's electronic signature and be filed using the form prescribed in section D-3 of this Code. Tenders contain all the elements included on this form, which includes:

- a) the project description;
- b) the identification of the tenderer;
- c) the specialty selected for the tender;
- d) the list of specifications sections included in the tender, if applicable;
- d.1) the reference to the Schedule V guide prescribing the scope of work of the specialty, as applicable;
- e) the list of plans included in the tender, if applicable;
- f) the list of addenda included in the tender, if applicable;
- g) the tender price;
- h) the names of the recipient contractors to whom the tender is addressed;
- i) the names of other persons who may obtain a copy, such as the Awarding Authority, the architect and the project engineer.

Only items listed in subsections a), b), c) and d) of the preceding paragraph may be accessible to the BSDQ after the closing time for filing of tenders with the BSDQ, in accordance with established procedure. Other elements in the tender only become accessible to the contractors concerned or the BSDQ under the conditions stipulated in Chapters G and H of this Code and the procedures established by the BSDQ for the use of TES.

E-3 DATE AND CLOSING TIME

The Awarding Authority may fix the tender closing date and time at the BSDQ in such situation, the BSDQ complies with his instructions. In any other case, the date and closing time for filing tenders are set by the BSDQ, within the time limit it has set and in accordance with the procedure established for the use of

TES.

The closing time for filing tenders at the BSDQ is set from 10 AM to 4 PM on business days.

The BSDQ enters this information in TES in accordance with the procedure established for its use. Tenderers are responsible for eliciting from the BSDQ any information that may be required.

E-4 CONFIRMATION OF ELECTRONIC FILING

The filing of tenders, as well as the date and time of the filing, are confirmed electronically to the tenderer in accordance with the procedure established by the BSDQ for the use of TES.

E-5 SELECTIVE LIST

The Awarding Authority may give the BSDQ written authorization:

- a) to accept only those tenders from contractors invited to tender;
- b) to make tenders available only to pre-selected recipient contractors.

The BSDQ shall thereupon be held to comply with the instructions received. In this case, only the invited tenderers and the selected recipient contractors are authorized, with respect to a given project, to file a tender or to take possession, in accordance with the procedure established by the BSDQ for the use of TES.

E-6 RETRIEVAL OF THE TENDER

A tenderer may, at any time prior to the tenders closing time at the BSDQ, retrieve his tender in accordance with the procedure established by the BSDQ for the use of TES.

Said retrieval is confirmed to him electronically and totally cancels, for the purposes of this Code, the filing of his tender.

E-7 REJECTION OF TENDER SUBMITTED AFTER FIXED TIME

No tender may be filed for the project after the closing time for filing tenders at the BSDQ. If the tender is not completed by the tenderer prior to the closing time, it will be automatically rejected by TES when filed. The rejection of a tender, as well as the date and time of this rejection, are confirmed electronically to the tenderer in accordance with the procedure established by the BSDQ for the use of TES.

E-8 POSTPONEMENT OF DATE AND CLOSING TIME

The BSDQ may agree with the Awarding Authority to postpone the date and tenders closing time at the BSDQ. If necessary, the BSDQ itself sets these conditions based on the new date and the new closing time set by the Awarding Authority for the filing of tenders by recipient contractors. The BSDQ shall be notified of a postponement in sufficient time to enable it to change the information of the project in question in accordance with the procedure established for the use of TES.

Should any postponement occur, tenderers having filed a tender may retrieve same pursuant to section E-6 of this Code.

Tenderers, including those having retrieved their tenders, may file a tender within the delay set for the new date and the new closing time for filing tenders.

A tender cannot be retrieved by a tenderer and the tenders closing time at the BSDQ cannot be delayed after the postponed closing time for filing tenders by recipient contractors, or if the BSDQ is notified after tenders filed with the BSDQ are made available.

E-9 SECTION REPEALED

CHAPTER F – TENDER WITHDRAWAL

F-1 RIGHT OF WITHDRAWAL

The right of withdrawal set out in this Chapter forms a part of every tender filed pursuant to this Code, notwithstanding any provision to the contrary or any differing provision or any omission in tendering documents. Where the tender is addressed to only one recipient contractor acting in his capacity as successful recipient contractor, no right of withdrawal exists.

F-2 TIME LIMIT FOR WITHDRAWAL

A tenderer may withdraw his tender during the period between the tenders closing time at the BSDQ and the closing time for filing tenders by recipient contractors.

The withdrawal period shall expire eight (8) working hours prior to the closing time for filing tenders by recipient contractors.

Tenders remain irrevocable when the time allowed for withdrawal expires, for the entire validity period provided for therein.

The withdrawal periods is not extended by postponing the closing time for filing tenders by recipient contractors after this postponement, or if the BSDQ is notified after the tenders filed with the BSDQ have been made available.

F-3 ELECTRONIC WITHDRAWAL OF A BID

The tenderer who withdraws his tender must do so electronically, within the prescribed time limit and in accordance with the procedure established by the BSDQ for the use of TES. This is irreversible and notifies the BSDQ of the names of the recipient contractors to whom the tender was addressed.

The submitted tender, which remains available, is then identified in TES as withdrawn. The recipient contractors, including those who took possession of the tender before it was identified as such in TES are so notified of the withdrawal by the BSDQ in a special way, by any means deemed sufficient and prior to the closing time for filing tenders by the recipient contractors.

Prior to filing their own tenders with the Awarding Authority, the recipient contractors must ensure that the tenders of which they took possession have not been withdrawn.

F-4 WITHDRAWAL CHARGE

Tenderer shall pay the BSDQ, when billed therefore, an amount equal to 1 % of his tender price. This amount may not exceed \$5,000.

F-5 MONITORING THE EXERCISE OF THE RIGHT OF WITHDRAWAL

The right of withdrawal may be exercised for legitimate motives only. The BSDQ may request explanations from any tenderer who has exercised the right of withdrawal. Should the BSDQ believe that a withdrawal has been made without legitimate motive, it notifies the parties to the agreement in accordance with Chapter L of this Code.

F-6 SECTION REPEALED

F-7 EFFECT OF EXERCISE OF RIGHT OF WITHDRAWAL

For the purposes of Chapter I and section J-7, tenders withdrawn in accordance with the provisions of this Chapter are deemed never to have been filed with the BSDQ.

CHAPTER G - PROCEDURE FOR ELECTRONICALLY MAKING AVAILABLE AND TAKING POSSESSION OF TENDERS

G-1 OBTAINING AN ACCESS CODE FOR RECIPIENT CONTRACTORS

Recipient contractors, who sign the commitment stipulated in section C-2 of this Code, have access to TES upon signing the User Protocol that makes them eligible to receive a master user code and a password from the BSDQ. The procedure for electronically making available and taking possession of tenders is that established by the BSDQ for the use of TES.

G-1.1 SORTING BY BSDQ

After the tenders closing time, the BSDQ sorts the tenders filed to make them available to recipient contractors, according to the information to which it has access, within the timeframe it sets in accordance with the procedure established for the use of TES.

G-2 TENDERER'S INSTRUCTIONS WHERE THERE IS A UNIQUE TENDER

A tenderer may notify the BSDQ on the tender form that he does not wish to make his tender available to recipient contractors if it is unique. In this case, after the tenders filed for a given project are sorted and show that the tenderer is the only one to have filed a tender for the identified governed specialty, the BSDQ shall not make this tender available and will notify the contractor thereof, in accordance with the procedure established for the use of TES.

Unless a tenderer has notified the BSDQ in accordance with the preceding paragraph, a unique tender is made available as per the usual procedure.

The BSDQ is exempt from liability for determining whether or not a tender is a unique tender when the information provided by the tenderer and contained in his tender, to which the BSDQ has immediate access after the tenders closing time at the BSDQ, is insufficient, incomplete or incorrect.

As soon as tenders are made available, recipient contractors are informed whether or not a tender made available to them is unique, in accordance with the procedure established by the BSDQ for the use of TES.

The first two paragraphs of this Section notwithstanding, the tender that becomes unique after the right of withdrawal is exercised is made available by the BSDQ, in accordance with the usual procedure. The tenderer shall be informed only by consulting the tabulation report, under section H-2 of this Code.

G-3 SECTION REPEALED

G-4 SECTION REPEALED

G-5 AVAILABILITY AND TAKING POSSESSION OF TENDERS

As soon as the BSDQ makes tenders available, recipient contractors who signed the commitment under section C-2 of this Code and to whom they are addressed may take possession thereof. The BSDQ shall not make tenders available to recipient contractors having failed to sign the commitment to the BSDQ set out in section C-2 of this Code and not having access to TES.

Recipient contractors take possession of the tenders addressed to them in accordance with the procedure established by the BSDQ for the use of TES.

No recipient contractor shall take possession of the tenders addressed to him for a given project after the closing time for filing tenders by recipient contractors.

The period for making tenders available is extended by a postponement of the closing time for filing tenders by recipient contractors unless the BSDQ is notified of the postponement after it has made

available the tabulation of tenders in TES pursuant to Chapter H of this Code.

G-6 REFUSAL TO TAKE POSSESSION OF ONE OR MORE TENDERS

A recipient contractor may refuse to take possession of one or more tenders addressed to him. He shall confirm this refusal electronically in accordance with the procedure established by the BSDQ for the use of TES.

The refusal may be revoked by the contractor who confirmed it until the closing time for filing tenders by recipient contractors, and in accordance with the procedure established by the BSDQ for the use of TES.

G-7 SECTION REPEALED

G-8 SECTION REPEALED

CHAPTER H – ACCESS TO TENDERS BY THE BSDQ AND TABULATION

H-1 ACCESS TO TENDERS BY THE BSDQ

One (1) hour after the closing time for filing tenders by recipient contractors with the Awarding Authority, the BSDQ has access to the tenders filed and all the information they contain, in accordance with the procedure established by the BSDQ for the use of TES. The BSDQ then tabulates the tenders and makes them available to the persons listed as eligible to obtain a copy thereof, such as the Awarding Authority, the architect and the engineer.

H-2 TABULATION OF TENDERS

The BSDQ compiles a list of tenders filed for each governed specialty. This list provides information on the names of the tenderers; their tender price if this price is fixed; the tender security attached thereto, if applicable; the name of the recipient contractors to whom it is addressed and the names of those who have taken possession thereof; and any further details deemed relevant by the BSDQ that may be contained in the tender or its schedules. This tabulation may be consulted by all tenderers mentioned regarding the specialty concerned, in accordance with the procedure established by the BSDQ for the use of TES.

However, tenderers who have withdrawn their tender in accordance with the provisions of Chapter F of this Code may not have access to the tabulation.

When the indicated price is not fixed, the tabulation does not provide the tender price; the names of tenderers shall then be listed in alphabetical order.

Recipient contractors having taken possession of one or more tenders have access to a tabulation setting out only tenderers' names, in alphabetical order with respect to the specialty concerned.

CHAPTER I – RECALL OF TENDERS

I-1 CASES OF RECALL OF TENDERS

A recall of tenders with respect to work in any governed specialty may be requested by the Awarding Authority or the successful recipient contractor and authorized by the BSDQ in the following cases:

- a) whenever the Awarding Authority decides to modify any tendering documents for which a prior call for tenders has been held;
- b) whenever a unique tender has been filed ;
- c) whenever more than one tender has been filed , but only one of which has not been withdrawn prior to the expiry of the withdrawal timeframe provided for in Chapter F of this Code;
- c.1) whenever, following a recipient contractor’s written request, the lowest compliant tenderer has refused to extend the validity period of his tender under the same conditions as those required from the recipient contractor by the Awarding Authority;
- d) whenever by the operation of any statute, order in council or governmental regulation, tenders have been filed in insufficient number;
- e) whenever the BSDQ, after investigation with the Awarding Authority, deems it advisable to authorize a recall of tenders.

In the situations referred to in subsections a) and d) of the preceding paragraph, if the recall of tenders is requested by the successful recipient contractor, the request shall first be approved by the Awarding Authority.

Whenever more than one tender has been filed, no recall of tenders shall be authorized at the request of the successful recipient contractor on the ground that only one compliant tender has been addressed to him.

Even where a sole tender regarding a governed specialty has been addressed to the successful recipient contractor, where the latter has taken possession of same and where more than one tender has been filed for said specialty but intended for other recipient contractors, it is not thereupon deemed that a unique tender was made, for the purposes of this section and of sections I-2 and I-3 of this Code. However, in these circumstances, a recall of tenders may be authorized at the request of the successful recipient contractor, if the file tenders that are not addressed to him are addressed to only one recipient contractor. The successful recipient contractor shall demonstrate, at the time of his request, that he availed himself of the provisions of section J-7 of this Code.

Even if only one tender combining multiple specialties has been submitted as permitted by sections D-4 and D-4.1 of the present Code, no recall of tenders is authorized when more than one tender has been submitted for each of the specialties covered by the tender combining multiple specialties.

If more than one tender combining multiple specialties has been submitted as permitted by sections D-4 and D-4.1 of the present Code, as recall of tenders may be authorized only for the specialties for which no tender or only one tender has been submitted.

I-1.1 RECALL OF TENDERS RULED ON BY BSDQ SPECIAL COMMITTEE

A recall of tenders in any governed specialty may be required by the successful recipient contractor and authorized by a special committee set up for this purpose by the BSDQ in the following cases:

- a) whenever all tenders addressed to the successful recipient contractor and of which he has taken possession are non-compliant;
- b) whenever all tenders addressed to the successful recipient contractor and of which he has taken possession relate to different work and cannot be compared;
- c) whenever all tenders addressed to the successful recipient contractor and of which he has taken possession include an unreasonable tender price considering prevailing market conditions and tendering document requirements.

Through this request, the successful recipient contractor mandates the ad hoc committee composed of contractors who have signed the commitments under sections C-1 or C-2 to authorize or refuse the final recall of tenders in the name of the BSDQ and in accordance with the procedure established by the BSDQ. The successful recipient contractor shall prepay any fees determined by the BSDQ for his request to be considered. He shall be refunded said fees should the committee grant his request and authorize the recall of tenders.

The BSDQ notifies the Awarding Authority whenever any request to recall tenders under paragraph c) of this Section is granted.

I-2 RECALL OF TENDERS RESTRICTED TO TENDERERS HAVING FILED A TENDER UPON INITIAL CALL FOR TENDERS

Saving only those cases mentioned in section I-3 of this Code, only tenderers who filed a tender upon the initial call for tenders may file a tender upon a recall of tenders, in accordance with the procedure established by the BSDQ for the use of TES. Tenderers may then file a tender only in the governed specialty to which his initial tender applies.

Tenderers having exercised the right to withdraw their tender under Chapter F of this Code upon the initial call for tenders may not file a tender upon any recall of tenders restricted to tenderers having filed a tender upon the initial call for tenders, as stipulated in section F-7 of this Code.

I-3 RECALL OF TENDERS OPEN TO ALL TENDERERS

Any tenderer may file a tender upon a recall of tenders in the following cases:

- a) whenever, upon the initial call for tenders, a unique tender has been filed ;
- a.1) whenever, upon the initial call for tenders, more than one tender has been filed , but where only one has not been withdrawn prior to the expiry of the withdrawal timeframe provided for in Chapter F of this Code;
- b) whenever, fewer than three (3) tenders were filed upon the initial call for tenders and the tendering documents were modified;
- b.1) whenever, following a recipient contractor's written request, the lowest compliant tenderer has refused to extend the validity period for his tender under the same conditions as those required from the recipient contractor by the Awarding Authority;
- c) whenever, upon the initial call for tenders, a lower number of tenders than that required by any statute, order in council or governmental regulation has been filed;
- d) whenever the Awarding Authority is a public body bound by law or regulation approved by Canadian or Québec government requesting it to proceed by public notice in newspapers with respect to the performance of any construction work

and where said public body deems that it should act in the same way with respect to the recall of tenders;

- d.1) whenever a recall of tenders has been authorized pursuant to paragraph four of section I-1 of this Code;
- e) whenever the BSDQ, after having inquired with the Awarding Authority, deems it advisable that the recall of tenders be open to any tender;
- f) whenever a recall of tenders is authorized by the Special Committee in accordance with section I-1.1 of this Code.

I-4 BSDQ REFUSAL TO AUTHORIZE RECALL OF TENDERS

The BSDQ may, after investigation, refuse to authorize any recall of tenders which appears unwarranted to it based on modifications made to the tendering documents, where such modifications appear to be solely intended to allow tenderers having filed a tender upon the initial call for tenders to change their tender price in order to change their ranking in relation to lowest compliant tenderer.

In the cases provided for in this section, as well as in cases where the BSDQ refuses to authorize a recall of tenders under sections I-1 or 1-1.1 of this Code, any tenderer who directly submits his tender to a recipient contractor or successful recipient contractor contravenes this Code, as stipulated in the last paragraph of section D-2.

I-5 PROHIBITION ON CONTRACTING IN THE ABSENCE OF RECALL OF TENDERS SHOULD TENDERING DOCUMENTS BE MODIFIED EXCEPT AS REGARDS THE LOWEST COMPLIANT TENDERER

No contractor, except for the lowest compliant tenderer on the initial call for tenders, may contract for work in any governed specialty that is different from that covered by his tender upon the initial call for tenders, unless a recall of tenders in accordance with the provisions of this Chapter has been authorized.

I-6 FORFEITURE

Where a tender is not accepted within six (6) months following the closing date for filing tenders with the BSDQ, obligations deriving from BSDQ rules do not apply and new tenders may thereupon be called with respect to the same work. Nevertheless, should any general contract be awarded prior to the expiry of the time period first above mentioned in this Section, forfeiture occurs only one (1) year after the closing date for filing tenders with the BSDQ if none of the tenders has been accepted.

CHAPTER J – CONTRACT

J-1 CONTRACT ACCORDING TO THE TENDER

Subject to section I-5, tenderers and successful recipient contractors may enter into agreements respecting governed specialties only for such price and on such terms as set out in a tender filed in accordance with this Code.

Tenderers and successful recipient contractors may not agree to any reduction on the price set out in any tender filed in accordance with this Code or to any commission, rebate, participation or other advantage which would change the true price therefore.

J-1.1 CASH DISCOUNT

Any discount given in exchange for speedier payment (cash discount) and freely agreed to when lowest compliant tenderer contracts with successful recipient contractor is deemed not to contravene section J-1 of this Code.

The same applies to any discount freely agreed to when a tenderer specified by the Awarding Authority in accordance with paragraph a) of section J-3 of this Code contracts with successful recipient contractor.

Nevertheless, and except where a tendering documents requirement is involved, no such cash discount may ever be taken into account when determining tenderer ranking.

Successful recipient contractors and tenderers may not refuse to contract with each other on the pretence that one of them refuses to agree to such a cash discount.

J-2 AWARDING OF CONTRACT TO LOWEST COMPLIANT TENDERER WHERE A TENDER SECURITY HAS BEEN PROVIDED BY THE TENDERER

The successful recipient contractor shall be bound to award the contract with respect to a governed specialty to the tenderer who has submitted the lowest compliant tender and of which he has taken possession, subject to the provisions of sections J-3, J-4 and J-6 of this Code, in all cases where the tenderer has submitted together with his tender a tender security in conformity with the provisions of Chapter D of this Code, whether said tender security is required or not under the tendering documents or this Code.

Where not provided for in Schedule III of this Code, the obligation to award the contract to lowest compliant tenderer is upheld only where the latter attaches a tender security to his tender. Should lowest compliant tenderer fail to annex said security to his tender, the successful recipient contractor shall not be bound by said rule. Nevertheless, the successful recipient contractor may award the contract only to a tenderer having addressed a compliant tender to him through the BSDQ, of which he has taken possession, and for such price and on such terms as set by said tender. Furthermore, a successful recipient contractor may not award a contract to a tenderer whose tender price is higher than the price tendered by the lowest compliant tenderer having annexed a tender security.

Whenever a tender security is provided by an electronic money transfer, the successful recipient contractor is still obliged to award the contract to the lowest compliant tenderer, subject to the provisions of the third paragraph of section D-10 of this Code.

J-3 WHERE APPLICATION FOR LEAVE TO AWARD A CONTRACT TO A TENDERER WHO HAS NOT FILED THE LOWEST COMPLIANT TENDER IS GRANTED BY THE BSDQ

A request for leave to award a contract to a tenderer having filed a compliant tender but who has not filed the lowest tender shall be granted in the following cases:

- a) whenever the Awarding Authority requires in writing that the subcontract for a governed specialty be granted to a tenderer having filed a tender through the BSDQ in said governed specialty but not the lowest such tender and where the contract with said tenderer is awarded for the price and conditions set out in the tender he has filed in accordance with this Code;
- b) whenever the lowest tender cannot be determined by comparing the different tenders filed because said tenders are filed with respect to different works provided that any contract thereupon entered into with the selected tenderer be awarded for the price and conditions provided for in his tender;
- c) whenever the lowest compliant tenderer refuses to contract or whenever, notwithstanding the filing of any letter of intent, the lowest compliant tenderer cannot secure a performance bond and a labour, materials and payment bond ;
- d) whenever, upon a recipient contractor's written request, the lowest compliant tenderer has refused to extend the validity period of his tender under the same conditions as those required from the recipient contractor by the Awarding Authority.

The request made to the BSDQ shall be in writing and shall state the grounds alleged in support thereof. All contractors concerned shall receive a copy of said request. They may make written representations to the BSDQ and provide any evidence they deem appropriate.

The BSDQ may in any event require the filing of written and sworn statements and it shall rule thereon within ten (10) days following receipt thereof.

Subject to the Awarding Authority's requirement provided for in paragraph a), whenever the BSDQ accepts that the contract should not be awarded to a tenderer having addressed the lowest compliant tender to the successful recipient contractor, the latter shall award the contract only to a compliant tenderer having addressed him the lowest tender immediately after the tenderer concerned in the request made in accordance with this section.

J-4 AWARDING OF CONTRACT TO A TENDERER WHO HAS NOT FILED THE LOWEST COMPLIANT TENDER WITHOUT BSDQ PERMISSION

In an emergency, the successful recipient contractor may award a contract to a tenderer who has not filed the lowest compliant tender without BSDQ permission provided the conditions mentioned in section J-3 of this Code are met.

The BSDQ may investigate and may thereafter proceed in accordance with the provisions of Chapter L of this Code, without prejudice to the rights and recourses of any tenderer who thinks he has been wronged.

J-5 CONTRACT WITH RECIPIENT CONTRACTOR

A tenderer may not contract with any recipient contractor to whom he has not forwarded a tender through the BSDQ, or who has not taken possession of said tender, subject to the provisions of section J-7 of this Code.

J-6 AWARDING OF CONTRACTS TO A NON-COMPLIANT TENDERER

No fine may be imposed on, no disciplinary measures may be taken with respect to, and no penalty or damages may be assessed on, successful recipient contractor awarding a contract to tenderer making

non-compliant tender where said noncompliance is not material enough to change the fact that the latter's tender price is the lowest and that there is no room for bargaining.

The tenderer having filed a non-compliant tender may, under the circumstances mentioned in the preceding paragraph, be fined or subjected to disciplinary measures or a penalty, but no damages may be assessed on him.

The tenderer having filed a non-compliant tender as contemplated by the first paragraph of this section may not for that reason refuse to contract with the successful recipient contractor.

J-7 ONLY ONE OR NO TENDER HAS BEEN ADDRESSED TO THE RECIPIENT CONTRACTOR

Where only one or no tender in a governed specialty has been addressed to one of the recipient contractors, the BSDQ may, upon request and after investigation, in accordance with the procedure established for the use of TES, provide him with the names of the tenderers who filed a tender in this specialty, so that he may request their tender. The recipient contractor shall then communicate with his selected tenderers who shall ensure with the BSDQ that their names were provided in accordance with this Section. Tenderers choosing to forward their tender to the recipient contractor shall notify the BSDQ thereof and said tenderers shall contract only for the price and conditions of one of the tenders they filed with the BSDQ.

The recipient contractor shall, in order to avail himself of this section, first sign the commitment stipulated in section C-2 and have access to TES. He shall communicate with the BSDQ prior to the closing time for filing tenders by recipient contractors and receive tenders of any interested tenderers prior to said closing time.

The period during which the recipient contractor may avail himself of this Section is extended by a postponement of the closing time for filing tenders by recipient contractors unless the BSDQ is notified of the postponement after it has made available the tabulation of tenders in TES in accordance with the provisions of Chapter H of this Code.

J-8 RECIPIENT CONTRACTOR WISHING TO PERFORM WORK HIMSELF IN A GOVERNED SPECIALTY

Recipient contractor wishing to perform all of the work on any project combining many specialties including some specialties governed by this Code shall not take possession of any tenders addressed to him regarding any governed specialty he wishes to perform himself.

Accordingly, subject to Schedule IV, should recipient contractor not take possession of any tender, he may not subsequently award any contract respecting said specialty and he shall perform the work himself.

Should recipient contractor take possession of any tenders addressed to him, he shall award the contract to one of those tenderers and comply with the provisions of this Code.

J-9 RENUNCIATION TO PROCEEDINGS IN INJUNCTION

Tenderers and recipient contractors renounce to the right to institute proceedings in injunction in the event of any breach or infringement of the rule set out in section J-2 of this Code.

CHAPTER K – CONTRACTOR’S LIABILITY

K-1 CONTRACTORS’ LIABILITY

Tenderers and recipient contractors are responsible for complying with the tendering rules set out in this Code by requesting the opening of a file if necessary, by making sure they obtain and have the right information from the Awarding Authority, from recipient contractors as well as from the BSDQ, and by also making sure that they are made aware of any addenda possibly issued before the closing time for filing tenders , by sending this information to the BSDQ, specifically notification of a delay in the closing time for filing tenders by recipient contractors with the Awarding Authority, the whole in order to prevent any breach or infringement of this Code.

K-2 RELATED GROUP

A contractor forming a related group with another contractor having tendered through the BSDQ with respect to any given project is deemed to have signed the commitment to the BSDQ C-1 with respect to said project and in such case, he may contract only upon compliance with the provisions of section K-3 of this Code.

A contractor forming a related group with another contractor having received tenders through the BSDQ with respect to any given project is deemed to have signed the commitment to the BSDQ C-2 with respect to said project and in such case, he may contract only upon compliance with the provisions of section K-3 of this Code.

A tenderer or recipient contractor may not call upon a person with whom he forms a related group should he do so in order to contravene the rules in this Code.

In the event of any breach or infringement of the provisions of this Code, related firms are solidarily liable for any penalties, damages, fines or disciplinary measures possibly resulting therefrom.

K-3 ASSIGNMENT OF CONTRACT

A tenderer having signed the commitment to the BSDQ provided for in section C-1 or a recipient contractor having signed the commitment to the BSDQ provided for in section C-2 shall see that, should he assign his contract to any other contractor, the latter also undertake to comply with the provisions of this Code. Any contractor assigning his contract nevertheless remains personally liable, together with assignee, for observance of the rules provided for in this Code.

CHAPTER L – COMPLAINTS

L-1 ADMISSIBLE COMPLAINANT

In the event of any breach or infringement of this Code, any person may lodge a complaint with the BSDQ.

L-2 INVESTIGATION

The BSDQ investigates any complaint and contractors who sign the commitment stipulated in sections C-1 or C-2 of this Code shall provide to the BSDQ any information required and collaborate with said investigation.

L-3 FORWARDING OF COMPLAINT

After completing its investigation, the BSDQ forwards the complaint either to the ACQ, the CMEQ or the CMMTQ in accordance with the agreement reached between said Association or Corporations in order that any measures deemed appropriate be taken.

L-4 BSDQ INVESTIGATION

Total or partial assignment or subcontracting of any contract may be used only for legitimate purposes. The BSDQ may gather evidence in this respect, regardless of whether or not a complaint was lodged.

Where the BSDQ believes that the assignment or subcontracting of a contract has been used for illegitimate purposes, namely to implement a prearrangement worked out between a tenderer and a recipient contractor having since become a successful recipient contractor, in order either to circumvent the enforcement of this Code or to contravene same, it notifies the parties hereto thereof in accordance with section L-3 of this Chapter.

SCHEDULE I – GOVERNED SPECIALTIES

A) ELECTRICAL WORKS

When all the conditions of application laid down in section B-2 of the present Code are met and when the works relate to works within the jurisdiction of Master Electricians.

The electrical works covered by the Code are the installation, renewal, repair and modification of the following electrical installations:

- Electrical installations and the installation of electrical apparatus in accordance with the definition which the Building Code, referred to in section 13 of the Building Act (CQLR, chapter B-1.1), gives to each of such terms;
- Installations for of electric lighting, electrical heating or electric motive power;
- Installations of intercommunications systems (language laboratory, telephone, television, long-distance communication apparatus (wireless) and electrical traffic control systems), lightning conductor systems; fire and burglar alarm systems; low-voltage control systems (remote control); exterior lighting, electrical verification apparatus and other electrical apparatus systems;
- The above mentioned works which are not of the exclusive jurisdiction as defined by the Master Electricians Act are governed by a resolution as per paragraph c) of the present Schedule;
- All above-mentioned works and all other works described in the tendering documents are deemed to be within the jurisdiction of Master Electricians.

Included in every instance are the wires, cables, conductors, accessories, appliances, equipment, fittings, structure of wood or steel or mountings for lines forming part of or connected with the installation itself.

B) MECHANICAL WORKS

When all the conditions of application laid down in section B-2 of the present Code are met and when the works relate to works within the jurisdiction of Master Pipe-Mechanics.

The mechanical works covered by the Code are the installation, renewal, repair and modification of the following piping installations:

- Heating systems used for producing motive power or heat any form whatsoever, in any building or construction; such systems including among others gravity or forced hot water systems, and high, low or vacuum steam systems and likewise any firing system;
- Plumbing systems, in any building or construction, including piping and all accessories used for drainage or draining; for the back air vent, for supplying hot or cold water or gas;
- Oil or natural gas burner systems but not propane gas burner systems;
- Any piping installation defined by the Building Code referred to in section 13 of the Building Act (CQLR, chapter B-1.1);
- Refrigeration systems intended to cool air, cool substances or make ice; automatic sprinklers (fire protection) used to prevent and fight fires in any building or construction; ventilation/air conditioning; vacuum cleaning; industrial piping/process piping.

This work, which is not of exclusive jurisdiction as defined by the Master Pipe-Mechanics Act, is subject following a resolution as per paragraph C) of the present Schedule;

- All above mentioned works and all other works described in the tendering documents are deemed to be within the jurisdiction of Master Pipe-Mechanics.

C) ELECTRICAL OR MECHANICAL WORKS WHICH ARE NOT OF EXCLUSIVE JURISDICTION

When tenders, the filing of which is not requested through the BSDQ by the Awarding Authority or the tendering documents, relate to works which are not of the exclusive jurisdiction of the members as defined by the Master Electricians Act and the Master Pipe-Mechanics Act but are mentioned in a resolution adopted by the ACQ and the CMEQ for non-exclusive electrical works or by the ACQ and the CMMTQ for non-exclusive mechanical works and accepted by the BSDQ, and when all the conditions of application laid down in section B-2 of the present Code are met.

D) WORKS COMPELLED BY RESOLUTION (ARCHITECTURAL SPECIALTIES)

Tenders which are not requested to be submitted through the BSDQ by the Awarding Authority or the tendering documents but concerning works mentioned:

- i) in an ACQ resolution, accepted by the BSDQ, when said resolution applies to all the territory of the Province of Québec and that the other conditions of application laid down in section B-2 of the present Code are met; or
- ii) in a resolution adopted by a construction association affiliated to the ACQ and ratified by the latter and accepted by the BSDQ; the application of such resolutions is however restricted to the described regional territory, when the other conditions of application laid down in section B-2 of the present Code are met.

A guide prescribing the scope of work of an architectural specialty may be adopted by the ACQ to favour comparison of the tenders. The CMEQ and the CMMTQ must accept the contents of such a guide, after its adoption by the ACQ, so that it can be integrated into the Tendering Code.

The resolution adopted by the ACQ (paragraph i) or the resolution adopted by one of its affiliated associations and ratified by the ACQ (paragraph ii) shall include the guide adopted by the ACQ so that the provincial or regional subjection of the specialty includes the scope of work it prescribes. Such a resolution adopted by the ACQ (paragraph i) or ratified by it (paragraph ii) must be accepted by the BSDQ.

A change to the enumeration of the work provided in a guide already integrated into the Tendering Code may be made by the BSDQ at the ACQ's request, by unanimous decision of the Comité de Gestion Provincial.

E) OTHER GOVERNED WORKS

When all the conditions of application laid down in section B-2 of the present Code are in effect and when the tenders relate to works covered by an agreement between the BSDQ Provincial Managing Committee and a group, other than the ones mentioned in paragraphs A), B), C) and D) of the present Schedule, and ratified by the ACQ, notwithstanding the fact that the Awarding Authority or the tendering documents do not request them to be submitted through the BSDQ.

SCHEDULE I

TABLE SUMMARIZING THE GOVERNED SPECIALTIES ACCORDING TO PARAGRAPHS A), B), C), D) OR E) OF SCHEDULE I AND TERRITORIES CONCERNED

	BAIE-COMEAU	DRUMMONDVILLE	GRANBY	HULL	JOUETTE	JONQUIÈRE	MONTREAL	QUÉBEC	RIMOUSKI	ROUYN-NORANDA	SAINT-JEAN	SAINT-JÉRÔME	SAINT-HYACINTHE	SEPT-ÎLES	SHERBROOKE	SOREL	TROIS-RIVIÈRES	
ARCHITECTURAL SPECIALTIES																		
Reinforcing Steel	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Structural Steel																		
Elevators / Conveyors	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Pre-Cast Concrete	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Polish Cement																		
Roofing	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Special Coatings	•	•	•		•	•		•	•			•		•	•		•	
Kitchen / Cafeteria Equipment	•	•			•	•		•	•			•	•					
Laboratory Equipment	•	•			•	•		•	•			•	•					
Excavation, Backfill and Site Design (C)								•										
Windows (Wooden or Metal) & Entrances	•	•	•		•	•		•	•					•	•		•	
Mechanical Insulation (B)	•	•	•	•	•	•	• (*)			• (*)	• (*)	• (*)	•	•	•	•	•	•
Thermal insulation <u>with</u> Guide (A) (see Schedules IV and V)		•			•		•		•		•	•					•	•
Thermal insulation <u>without</u> Guide (A) (see Schedule IV)						•		•										
Masonry	•	•	•		•	•	•	•	•	•	•	•			•	•	•	•
Miscellaneous Metal Work	•	•	•		•	•		•	•		•				•	•	•	•
Building Integrated furniture	•	•	•		•	•		•	•						•	•		
Walls / Curtains	•	•	•		•	•		•	•						•	•		•
Painting	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Metal Siding		•	•		•	•	•	•			•	•			•	•		•
Resilient Floor Covering	•	•	•		•	•		•	•	•				•	•		•	
Road Signs and / or Super-Signs	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Interior systems <u>with</u> Guide (A) (see Schedules IV and V)		•		•	•		•	•	•	•	•	•					•	•
Interior systems <u>without</u> Guide (A) (see Schedule IV)	•		•		•										•	•		
Carpets	•	•	•		•	•	•	•	•	•	•	•	•	•	•	•	•	•
Terrazzo / Ceramics	•	•	•		•	•	• (*)		•						•	•		•
Glass and Glazing	•	•	•		•	•		•	•						•	•		•
ELECTRICAL SPECIALTIES																		
Fire and Burglar Alarm Systems	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Remote Control Systems	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Exterior lighting	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Electricity	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Intercommunication	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Lightning Conductor Systems	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Electrical Traffic Control	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
MECHANICAL SPECIALTIES																		
Sprinklers Systems	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Oil or Natural Gas Burners	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Heating	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Medical Gases	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Vacuum Cleaning Systems	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Plumbing	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Refrigeration Systems	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Industrial piping / Process piping	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Ventilation / Air Conditioning	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
REFERENCES	(A)	Other than on the roof or mechanical																
	(B)	Boilers, ducts and pipes																
	(C)	Exception for municipal, provincial and federal road work																
	(*)	Except for industrial work																
	(*)	Marble, tile and terrazzo																

Last revision July 13, 2016

SCHEDULE II- LIST OF LEGAL PERSONS AUTHORIZED TO DELIVER BID BONDS AND LETTERS OF INTENT

<u>Abbreviated Name</u>	<u>Name</u>
ACE INA	ACE INA Insurance
AIG	AIG Insurance Company of Canada
ALPHA	Alpha Insurance inc.
AVIVA	Aviva Canada Insurance Co.
AXA	Axa Insurance Inc.
BAGOT	Promutuel Bagot, Société mutuelle d'assurance générale
BELLECHASSE-LÉVIS	Promutuel Bellechasse-Lévis, Société mutuelle d'assurance générale
BERKLEY	Berkley Insurance Company
BOIS-FRANCS	Promutuel Bois-Francis, Société mutuelle d'assurance générale
BORÉALE	Promutuel Boréale, Société mutuelle d'assurance générale
CAPITALE – GÉNÉRALES	La Capitale General Insurance inc.
CHAUDIÈRE-APPALACHES	Promutuel Chaudière-Appalaches, Société mutuelle d'assurance générale
CHUBB DU CANADA	Chubb Insurance Company of Canada
COATICOOK - SHERBROOKE	Promutuel Coaticook-Sherbrooke, Société mutuelle d'assurance générale
CONTINENTAL CASUALTY	Continental Casualty Company
CO-OPERATORS-GÉN.	Co-Operators General Insurance Company
CUMIS-GÉN.	Cumis General Insurance Company
DEUX-MONTAGNES	Promutuel Deux-Montagnes, Société mutuelle d'assurance générale
DOMINION DU CANADA	Dominion of Canada General Insurance Company
DRUMMOND	Promutuel Drummond, Société mutuelle d'assurance générale
ÉCHELON	Echelon Assurance
ECONOMICAL	Economical Mutual Insurance Company
ESTUAIRE	Promutuel de L'estuaire, Société mutuelle d'assurance générale
FÉDÉRATION	Federation Insurance Company of Canada
GCAN	GCAN Insurance Company
GUARANTEE	The Guarantee Company of North America
HAUT ST-LAURENT	Promutuel Haut-St-Laurent, Société mutuelle d'assurance générale
INTACT	Intact Insurance Company
JEVCO	Jevco Insurance Company
KINGSWAY	Kingsway, General Insurance Company
LAC AU FLEUVE	Promutuel du Lac au Fleuve, Société mutuelle d'assurance générale
LAC ST-PIERRE - LES FORGES	Promutuel du Lac St-Pierre - Les Forges, Société mutuelle d'assurance générale
LANAUDIÈRE	Promutuel Lanaudière, Société mutuelle d'assurance générale
LIBERTY MUTUAL	Liberty Mutual Company
MISSISQUOI	The Missisquoi Insurance Company
MONTMAGNY-L'ISLET	Promutuel Montmagny-L'islet, Société mutuelle d'assurance générale
MONTS ET RIVES	Promutuel Monts Et Rives, Société mutuelle d'assurance générale
MORTGAGE CANADA	The Canada Mortgage Insurance Company
NORDIQUE	The <i>Nordic</i> Insurance Company of <i>Canada</i>
OPTIMUM	Optimum Insurance Company
OUTAOUAIS	Promutuel l'Outaouais, Société mutuelle d'assurance générale
PORTNEUF-CHAMPLAIN	Promutuel Portneuf-Champlain, Société Mutuelle D'assurance Général
PRAIRIE - VALMONT	Promutuel Prairie-Valmont, Société mutuelle d'assurance générale
PROMUTUEL RÉASSURANCE	Promutuel Réassurance
QUÉBEC (Ass. Cy.)	Quebec Assurance Company
RIVIÈRE-DU-LOUP	Promutuel Rivière-Du-Loup, Société mutuelle d'assurance générale
ROYAL & SUN ALLIANCE	Royal & Sun Alliance Insurance Company of <i>Canada</i>
SOVEREIN – GEN.	Sovereign General Insurance Company

SCHEDULE II- LIST OF LEGAL PERSONS AUTHORIZED TO DELIVER BID BONDS AND LETTERS OF INTENT

<u>Abbreviated Name</u>	<u>Name</u>
TRAVELERS	Travelers Insurance Company of Canada
TRISURA	Trisura Guarantee Insurance Company
L'UNIQUE	L'Unique General Insurance inc.
VALLÉE	Promutuel La Vallée, Société mutuelle d'assurance générale
VAUDREUIL-SOULANGES	Promutuel Vaudreuil-Soulanges, société mutuelle d'assurance générale
VERCHÈRES	Promutuel Verchères, Société mutuelle d'assurance générale
WESTERN SURETY	The Western Surety Company
ZURICH	Zurich Insurance Company Ltd

*Alphabetical listing

Any legal person not mentioned on the foregoing list is also authorized to deliver a bid bond and a letter of intent, pursuant to this Code, upon written BSDQ confirmation, provided it holds a professional licence issued by the Autorité des marchés financiers allowing it to transact guarantee insurance in the Province of Quebec, or provided it shows that its name is mentioned as being an acceptable surety in the tendering documents for construction projects issued by major awarding authorities carrying on business throughout Quebec, namely : Bell Canada, Hydro-Québec, Société québécoise d'assainissement des eaux (S.Q.A.E.), Public Works Canada, Transport Québec, Société immobilière du Québec and Société d'habitation du Québec.

To obtain written confirmation, please apply to the BSDQ Head Office by telephone at 514 355-4115 or by fax at 514 355-1241

Updated June 17th, 2016

SCHEDULE III

CASES WHERE A SECURITY TENDER SHALL NECESSARILY BE PROVIDED WITH A TENDER

Tenders respecting any governed specialty shall necessarily come with one tender security whenever the tender price for that tender is of one hundred thousand dollars (\$100,000) or more.

SCHEDULE IV

SPECIAL APPLICATIONS OF SECTION J-8

Regarding the "internal systems" specialty

If the recipient contractor has refused all tenders for the work of the governed specialty "internal systems," he may, notwithstanding section J-8 of the Code, subcontract part of the work to which these tenders apply. However, for the governed territories of Drummondville, Granby, Hull, Joliette, Montreal, Québec City, Saint-Jean, Saint-Jérôme, Saint-Hyacinthe, Sherbrooke, Sorel and Trois-Rivières, subcontracting is permitted only for the part of the work relating to drywall (plaster) finishing.

Regarding the "thermal insulation (other than on the roof or mechanical)" specialty

If the recipient contractor has refused all tenders for the work of the governed specialty "thermal insulation (other than on the roof or mechanical)," he may, notwithstanding section J-8 of the Code, subcontract part of the work to which these tenders apply for only the governed territories of Jonquière and Rimouski.

SCHEDULE V - GUIDES PRESCRIBING THE SCOPE OF WORK AND ADOPTED UPON SUBJECTION OF CERTAIN ARCHITECTURAL SPECIALTIES

INSTRUCTIONS FOR USING THE GUIDES

Principle:

The guides complete the tendering documents.

Instructions:

1. A tender is deemed to include all the work mentioned in the guide of the specialty concerned.
2. Work not mentioned in a guide does not implicitly belong to another specialty.
3. A guide prescribes the scope of work of the applicable governed specialty. However, a tender related to a specialty for which a guide applies shall take into account all adopted guides, as they can influence the scope of work for said tender. The guides do not apply to tenders related to electrical specialties nor tenders related to mechanical specialties.
4. The relevant sections of the specifications must be mentioned on the tender form, in accordance with section E-2 of the Tendering Code. The mention of a section of the specifications implies the execution of all the work it includes, except:
 - a) the execution of work that falls into the scope of work prescribed in the guide of another specialty;
 - b) the execution of work specifically excluded by a guide. This work is then excluded from the tender and no indication on the tender form is necessary.
5. When work mentioned in a guide is included in a section of the specifications of another specialty, the tenderer must not mention this section in his tender form, but must include the work in his price, except for work that is included in sections of the specifications related to the electrical or mechanical specialties.

GUIDE PRESCRIBING THE SCOPE OF WORK OF THE "THERMAL INSULATION – OTHER THAN ROOFING OR MECHANICAL" SPECIALTY

This guide must be used in accordance with the instructions.

Supply and installation:

1. Rigid and semi-rigid insulation, including under slabs, on ground and on foundation walls;
2. Sprayed and/or injected thermal or acoustic insulation, such as mineral fibre, fibreglass and cellulose fibre;
3. Flexible flashing, air barrier, vapour barrier and air/vapour barrier;
4. Urethane foam insulation, sprayed or injected.

Work specifically excluded:

1. Mechanical insulation;
2. Roof insulation;
3. Soundproofing wool and thermal wool batt;
4. Vapour barrier in the wall and ceiling on the interior side of the frame;
5. Insulation of curtain wall systems;
6. Insulation of composite and sandwich walls;
7. Any Gyplap, Densglass Gold or other intermediate sheathing panel, including the light exterior cement boards on the metal studs and the panels with laminated air barrier/vapour barrier membrane;
8. The sub-girts, such as Z-bars;
9. Rigid interior insulation covered with gypsum or cement board with integrated "insulock" or other support;
10. Foundation waterproofing.

GUIDE PRESCRIBING THE SCOPE OF WORK OF THE "INTERIOR SYSTEMS" SPECIALTY

This guide must be used in accordance with the instructions.

Supply and installation:

1. Marking of interior systems work;
2. Bearing and non-bearing metal studs;
3. Furring, metal lathing;
4. Steel backing specified in the tender documents and for which the elements to be supported are identified in the plans and specifications;
5. Z-bars supporting the interior system materials;
6. Metal stud parapets and gypsum sheating panels;
7. Installation of steel frames in the metal studs, excluding their handling;
8. Acoustic wall panels;
9. Gypsum and light interior cement boards, their joint sealing and surfacing ready for finishing;
10. Gyplap, Densglass Gold or other intermediate sheating panels, including light exterior cement boards on the metal studs and panels with laminated air barrier/vapour barrier membrane. When the light exterior cement board is covered with an acrylic coating and is part of a distinct section of the specifications, it will be the object of a separate tender;
11. Frame of the suspended ceilings (for gypsum, acoustic tiles, caissons);
12. Ceilings such as slat ceilings, stretched fabric ceilings and acoustic tile ceilings;
13. Patch and repair of interior systems work, as quantified or if included in the architectural plans and specifications;
14. Plastering – historic structures, as well as mouldings and columns (precast plaster);
15. Rigid interior insulation covered with gypsum or cement board with integrated "Insulock" or other support.
16. Soundproofing wool batt;
17. Thermal wool batt located in the interior and exterior walls composed of metal studs, including within ceilings, beams and columns and polyethylene vapour barrier on metal framing;
18. Lead in the walls for acoustic or medical (radiology) purposes, etc., integrated into partition walls of the interior system;
19. All sealing for interior systems work, including those for the structural frame, except for fire sealing of other specialties.

Work specifically excluded:

1. Sprayed or injected thermal or acoustic insulation, such as mineral fibre, fibreglass and cellulose fibre

LIST OF AGREEMENTS THAT AMENDED THE TENDERING CODE SINCE OCTOBER 29, 1996

Under an agreement made among the ACQ, the CMEQ and the CMMTQ and received on August 30, 1996 in the presence of notary Claire Auger (number 11 470 of her minutes), a new Tendering Code was adopted and took effect on October 29, 1996; subsequently, other amendments were made to certain provisions of the Tendering Code and its schedules by the following agreements made among the Parties

1. an agreement received in the presence of notary Jean-Luc Roy on May 4, 2001 (number 7 588 of his minutes);
2. an agreement received in the presence of notary Julie Hébert on March 31, 2008 (number 1898 of her minutes); effective date of the amendments made: June 1, 2008;
3. an agreement received in the presence of notary Tommy Fréchette on April 19, 2012 (number 265 of his minutes); effective date of the amendments made: May 1, 2012;
4. an agreement received in the presence of notary Tommy Fréchette on November 29, 2012 (number 421 of his minutes); effective date of the amendments made: February 1, 2013;
5. an agreement received in the presence of notary Jennifer Benitez-Martinez on December 5, 2013 (number 162 of her minutes); effective date of the amendments made: November 30, 2013;
6. an agreement received in the presence of notary Tommy Fréchette on December 9, 2015 (number 1159 of his minutes); effective date of the amendments made: January 1, 2016.

Moreover, since August 30, 1996, amendments have also been made by the Comité de gestion provincial of the BSDQ to Schedule 1 (the list and the summary table of the governed specialties arising from the subjection resolutions of the various work categories) and Schedule II (identification of the legal persons authorized to issue a bid bond) of the Tendering Code; these amendments and their effective date can be provided by the BSDQ, if required.

The present administrative edition of the Tendering Code integrates all the amendments made to the Code since August 30, 1996 and its Schedules 1, II, III, IV and V and constitutes the up-to-date version of the Tendering Code as at January 1, 2016.