

ENVOI PAR COURRIEL

Le 3 mars 2016

Objet : Demande d'accès à l'information
Notre dossier : 1561-01-0002

Madame,

En réponse à votre demande d'accès du 2 février et des précisions obtenues de votre part le 4 février dernier, nous vous transmettons une copie des documents d'appel d'offres utilisés en vue de l'attribution du contrat de construction d'un nouveau navire pour la traverse Matane–Baie-Comeau–Godbout.

Toutefois, certains documents ne peuvent vous être communiqués, et ce, en vertu des articles 22 et 37 de la Loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels, L.R.Q., c. A-2.1.

22. Un organisme public peut refuser de communiquer un secret industriel qui lui appartient.

Il peut également refuser de communiquer un autre renseignement industriel ou un renseignement financier, commercial, scientifique ou technique lui appartenant et dont la divulgation risquerait vraisemblablement d'entraver une négociation en vue de la conclusion d'un contrat, de causer une perte à l'organisme ou de procurer un avantage appréciable à une autre personne.

Un organisme public constitué à des fins industrielles, commerciales ou de gestion financière peut aussi refuser de communiquer un tel renseignement lorsque sa divulgation risquerait vraisemblablement de nuire de façon substantielle à sa compétitivité ou de révéler un projet d'emprunt, de placement, de gestion de dette ou de gestion de fonds ou une stratégie d'emprunt, de placement, de gestion de dette ou de gestion de fonds.

37. Un organisme public peut refuser de communiquer un avis ou une recommandation faits depuis moins de dix ans, par un de ses membres, un membre de son personnel, un membre d'un autre organisme public ou un

membre du personnel de cet autre organisme, dans l'exercice de leurs fonctions.

Il peut également refuser de communiquer un avis ou une recommandation qui lui ont été faits, à sa demande, depuis moins de dix ans, par un consultant ou par un conseiller sur une matière de sa compétence.

Conformément à l'article 51 de cette Loi, nous vous informons que vous pouvez demander la révision de cette décision auprès de la Commission d'accès à l'information. Vous trouverez ci-joint une note explicative à cet effet.

Veuillez agréer, Madame, nos salutations distinguées.

La responsable de l'accès à l'information,

Original signé par

Marie-Gabrielle Boudreau, avocate
Directrice principale aux affaires juridiques et secrétaire générale

p. j. Avis de recours
 Documents demandés



CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

LIST OF ADDENDA

TITLE: CONSTRUCTION OF A FERRY – MBCG

PROJECT: 1411-02-0028

Addenda n°**Publication Date**

Name of the Supplier

Address

Signature: _____

Date: _____

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC****CONTRACTUAL OBLIGATION PROGRAM
EQUAL OPPORTUNITY FOR EMPLOYMENT****IDENTIFICATION AND COMMITMENT**

Any Québec organization or business with over 100 employees in Québec that makes a tender for a contract for \$100,000 or more, or applies for a subsidy of \$100,000 dollars or more, must undertake to implement an equal opportunity for employment program that is in conformity with the Québec *Charter of Human Rights and Freedoms*.

To prove its commitment to implement such a program, the organization or business must enclose with its tender or subsidy application a "Program Commitment" form (enclosed) or, if it has previously provided the form, it must give the official Certificate of Commitment number assigned to it or its Certificate of Merit number, if any.

Where the tender or application comes from outside Québec but in Canada and the organization or business has over 100 employees in Canada and makes a tender for a contract of \$100,000 or more, the organization or business must first provide a certificate confirming that it is enrolled in the equal opportunity for employment program of its province or territory or, in the absence of such a program, in a federal employment equity program.

1. IDENTIFICATION SECTION

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Agent's Name: _____

Position: _____ Telephone: _____

Signature: _____

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC****2. REQUIREMENT TO HAVE A COMMITMENT TO AN EQUAL OPPORTUNITY FOR EMPLOYMENT PROGRAM****2.1 The tender or subsidy application comes from Québec**

If the number of employees in Québec is over 100 and the tender or subsidy application is \$100,000 or more, complete Section 3.1.

If not, indicate why you are not required to have a contractual obligation for a commitment to an equal opportunity for employment program:

- ☐ The amount of the tender or subsidy application is less than \$100,000.
- ☐ The business is non-profit.
- ☐ The business or organization does not have, in Québec, over 100 permanent full-time or part-time employees.

2.2 The tender comes from outside Québec

If the business has over 100 employees in Canada and the tender is \$100,000 or more, complete Section 3.2.

If not, indicate why you are not required to have a contractual obligation for a commitment to an equal opportunity for employment program:

- ☐ The amount of the tender or subsidy application is less than \$100,000.
- ☐ The business is non-profit.
- ☐ The business or organization does not have, in Canada, over 100 permanent full-time or part-time employees.

3. CERTIFICATE**3.1 The tender or subsidy application comes from Québec**

Complete Section 4 or, if a Certificate of Commitment has already been submitted:

- give the official number of the Certificate of Commitment:

A- _____

or

- give the official number of the Certificate of Merit:

C- _____

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC****3.2 The tender comes from outside Québec**

The business is already committed or subject to an equal opportunity for employment program

(check the appropriate box):

- ☐ The equal opportunity for employment program of my province.
- ☐ The program for federal contracts.
- ☐ The federal employment equity program under the *Employment Equity Act*.

For Suppliers from Québec or within Canada

I hereby certify that my business is committed or subject to an equal opportunity for employment program. I acknowledge that a failure to meet the requirements of the program will have the effect of prohibiting the award of any contract or the obtaining of any subsidy until my business meets the requirements of the program.

Agent's Name (printed)

Signature (agent for the business)

Position: _____

Date: _____



CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

4. COMMITMENT TO THE PROGRAM

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Number of employees in Québec: _____

To comply with the contractual obligation program, I hereby undertake, on behalf of the organization or business that I represent, that if the organization or business is **awarded a contract of \$100,000 or more or is granted a subsidy of \$100,000 or more:**

it will implement an equal opportunity program that is in conformity with the Québec *Charter of Human Rights and Freedoms* and in accordance with the terms and conditions stated on the back of this document.

I acknowledge that a failure to meet this commitment will have the effect of cancelling my Certificate of Commitment and will prohibit the award of any contract or subsidy until I obtain a new Certificate of Commitment.

Representative's Name (printed)

Signature (representative for the business)

Position: _____

Date: _____

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC****5. CONTENTS OF THE COMMITMENT – MEANS OF IMPLEMENTATION**

1. Information, by the agent to the personnel, the union or the employees' association, on the business' commitment to implement an equal opportunity for employment program in conformity with the **Québec Charter of Human Rights and Freedoms**.
2. Designation of the senior executives responsible for implementing the program.
3. Implementation of the program in four phases.
 - 3.1 Diagnosis of the situation of the members of the target groups in the business.
 - 3.1.1 Determination of under-utilization of the target groups by means of analyzing the staff and availability.
 - 3.1.2 Identification of the rules and practices of the business that could have or could have had discriminatory effects on members of the target groups, by analyzing the employment system.
 - 3.2 Development of the program.
 - 3.2.1 Set quantifiable objectives.
 - 3.2.2 Choose corrective measures to combat under-utilization.
 - 3.2.3 Choose equal opportunity measures to counter discriminatory rules and practices.
 - 3.2.4 Choose support measures, if appropriate.
 - 3.2.5 Establish an implementation calendar.
 - 3.2.6 Choose means of control.
 - 3.3 Implementation of the program.
 - 3.4 Assessment of the program.
4. Transmission to the Commission des droits de la personne et de la jeunesse, by the deadlines provided, of the following documents for verifying conformity to the commitments made and to the guidelines on the validity of equal opportunity programs established voluntarily in the sector of employment that may have been issued by the Commission des droits de la personne et des droits de la jeunesse:
 - in the nine months following the award of the contract or subsidy: the results of the diagnostic phase (3.1);
 - in the following four months: the program plan (3.2);
 - annually thereafter, until the end of the program: a progress report on program implementation.

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC****SUPPLIER'S COMMITMENT**

TITLE: CONSTRUCTION OF A FERRY – MBCG
NUMBER: 1411-02-0028

ON BEHALF OF MYSELF AND THE SUPPLIER THAT I REPRESENT:

1. I HEREBY DECLARE THAT:

- a) I HAVE RECEIVED AND READ ALL THE DOCUMENTS RELATED TO THE CONSTRUCTION PROJECT NAMED ABOVE, WHICH DOCUMENTS WILL FORM AN INTEGRAL PART OF THE CONTRACT TO BE AWARDED;
- b) I HAVE SOUGHT THE NECESSARY INFORMATION ON THE NATURE OF THE SERVICES TO BE PROVIDED AND THE REQUIREMENTS OF THE PROJECT;
- c) I AM AUTHORIZED TO SIGN THIS DOCUMENT.

2. CONSEQUENTLY, I COMMIT :

- a) TO PERFORM THE TASKS DESCRIBED IN THE DOCUMENTS RECEIVED AS WELL AS ALL OTHER WORK THAT MAY BE REQUIRED IN ACCORDANCE WITH THE INTENT OF THE DOCUMENTS;
- b) TO MEET ALL THE CONDITIONS AND SPECIFICATIONS APPEARING IN THE SAID DOCUMENTS;
- c) TO RESPECT THE TENDER PRESENTED IN RESPONSE TO THE CALL FOR TENDERS;
- d) TO CARRY OUT THE PROJECT FOR THE PRICE SUBMITTED IN THE QUOTATION AND, WHERE RELEVANT, DETAILED IN THE PRICE SCHEDULE.

3. I HEREBY CERTIFY THAT THE TENDER AND THE PRICE SUBMITTED ARE VALID FOR A PERIOD OF SIXTY (60) DAYS AS OF THE DATE AND TIME DEADLINE FOR RECEIVING TENDERS.

4. I UNDERSTAND THAT THE PRICE SUBMITTED UNDER SEPARATE COVER IN THE QUOTATION INCLUDES THE COST OF LABOUR AND EQUIPMENT (IF ANY) NEEDED TO CARRY OUT THE CONTRACT, AS WELL AS OVERHEAD COSTS, ADMINISTRATION COSTS, FRINGE BENEFITS, PROFITS AND OTHER INDIRECT COSTS INHERENT IN THE CONTRACT AND, WHERE APPLICABLE, THE FEES AND COSTS FOR CUSTOMS, PERMITS, LICENSES AND INSURANCE.

SUPPLIER'S NAME: _____

ADDRESS: _____

EMAIL: _____ FAX: _____

SIGNER'S NAME: _____

(Printed)

SIGNATURE DATE



CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

**CERTIFICATE IN RESPECT OF THE ABSENCE OF COLLUSION IN THE PREPARATION OF A TENDER AND THE
ABSENCE OF ANY CONVICTION UNDER THE FEDERAL *COMPETITION ACT***

TITLE: CONSTRUCTION OF A FERRY – MBCG

NUMBER: 1411-02-0028

I, THE UNDERSIGNED _____,
(NAME AND TITLE OF THE PERSON AUTHORIZED BY THE SUPPLIER)

BY PRESENTING TO THE SOCIÉTÉ DES TRAVERSIERS DU QUÉBEC THE ENCLOSED TENDER (HEREINAFTER THE “TENDER”)

FOLLOWING THE CALL FOR TENDERS MADE BY: _____,
SOCIÉTÉ DES TRAVERSIERS DU QUÉBEC

DO HEREBY CERTIFY THAT THE FOLLOWING DECLARATIONS ARE TRUE AND COMPLETE IN ALL RESPECTS.

ON BEHALF OF: _____,
(SUPPLIER’S NAME)

(HEREINAFTER THE “SUPPLIER”)

I DECLARE AS FOLLOWS:

1. I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS CERTIFICATE.
2. I UNDERSTAND THAT THE ENCLOSED TENDER WILL BE REFUSED IF THE DECLARATIONS CONTAINED IN THIS CERTIFICATE ARE NOT TRUE AND COMPLETE IN ALL RESPECTS.
3. I AM AUTHORIZED BY THE SUPPLIER TO SIGN THIS CERTIFICATE AND TO PRESENT, ON THE SUPPLIER’S BEHALF, THE ENCLOSED TENDER.
4. EVERY PERSON WHOSE NAME APPEARS ON THE ENCLOSED TENDER HAS BEEN AUTHORIZED BY THE SUPPLIER TO SET THE TERMS AND CONDITIONS PROVIDED FOR THEREIN AND TO SIGN THE TENDER ON THE SUPPLIER’S BEHALF.
5. FOR THE PURPOSES OF THIS CERTIFICATE AND THE ENCLOSED TENDER, I UNDERSTAND THAT THE WORD “COMPETITOR” EXTENDS TO EVERY ORGANIZATION OR PERSON, OTHER THAN THE SUPPLIER, WHETHER AFFILIATED OR NOT WITH THE SUPPLIER:
 - a) WHO HAS BEEN INVITED BY THE CALL FOR TENDERS TO PRESENT A TENDER;
 - b) WHO MAY EVENTUALLY PRESENT A TENDER IN RESPONSE TO THE CALL FOR TENDERS ON ACCOUNT OF SUCH ORGANIZATION’S OR PERSON’S QUALIFICATIONS, ABILITIES AND EXPERIENCE.

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC**

6. THE SUPPLIER (BY CHECKING ONE OR THE OTHER OF THE FOLLOWING STATEMENTS) DECLARES:
- a) ☐ THAT IT HAS PREPARED ITS TENDER WITHOUT COLLUSION AND WITHOUT COMMUNICATING OR MAKING ANY AGREEMENT OR ARRANGEMENT WITH A COMPETITOR;
 - b) ☐ THAT IT HAS PREPARED ITS TENDER AFTER COMMUNICATING OR MAKING AN AGREEMENT OR ARRANGEMENT WITH ONE OR MORE COMPETITORS AND THAT IT DISCLOSES, IN A DOCUMENT ENCLOSED WITH THE TENDER, ALL THE DETAILS RELATED THERETO, INCLUDING THE NAME OF SUCH COMPETITORS AND THE REASON FOR SUCH COMMUNICATIONS, AGREEMENTS OR ARRANGEMENTS.
7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SECTIONS 6(a) AND (b), THE SUPPLIER DECLARES THAT THERE HAS BEEN NO COMMUNICATION, AGREEMENT OR ARRANGEMENT WITH ANY COMPETITOR WITH RESPECT TO:
- a) THE PRICES;
 - b) THE METHODS, FACTORS OR FORMULAS USED TO ESTABLISH THE PRICES;
 - c) THE DECISION TO PRESENT OR NOT TO PRESENT A TENDER;
 - d) THE PRESENTATION OF A TENDER THAT DOES NOT MEET THE SPECIFICATIONS OF THE CALL FOR TENDERS;
- EXCEPT FOR WHAT IS SPECIFICALLY DISCLOSED IN ACCORDANCE WITH PARAGRAPH 6(b) ABOVE.
8. FURTHERMORE, THERE HAS BEEN NO COMMUNICATION, AGREEMENT OR ARRANGEMENT WITH A COMPETITOR WITH RESPECT TO THE DETAILS RELATED TO THE QUALITY, QUANTITY, SPECIFICATIONS OR DELIVERY OF THE GOODS AND SERVICES COVERED BY THE CALL FOR TENDERS, EXCEPT AS SPECIFICALLY AUTHORIZED BY THE SOCIÉTÉ DES TRAVERSISERS DU QUÉBEC OR SPECIFICALLY DISCLOSED IN ACCORDANCE WITH PARAGRAPH 6(b) ABOVE.
9. THE TERMS AND CONDITIONS OF THE ENCLOSED TENDER HAVE NOT BEEN AND WILL NOT BE INTENTIONALLY DISCLOSED, DIRECTLY OR INDIRECTLY, BY THE SUPPLIER TO A COMPETITOR BEFORE THE EARLIER OF THE FOLLOWING DATES: THE DEADLINE SET FOR RECEIVING TENDERS OR FOR AWARDED THE CONTRACT, UNLESS THE SUPPLIER IS REQUIRED TO DO OTHERWISE BY LAW OR IN ACCORDANCE WITH PARAGRAPH 6(b).
10. NEITHER THE SUPPLIER NOR ITS ADMINISTRATORS HAVE BEEN FOUND GUILTY IN THE LAST FIVE (5) YEARS OF AN OFFENCE UNDER THE FEDERAL *COMPETITION ACT* (R.S.C. 1985, c. C-34) WITH RESPECT TO A PUBLIC CALL FOR TENDERS OR A CONTRACT MADE WITH A PUBLIC ADMINISTRATION IN CANADA OR, IF THEY HAVE BEEN FOUND GUILTY, HAVE OBTAINED A PARDON FOR SUCH OFFENCE.
11. I ACKNOWLEDGE THAT IF THE SOCIÉTÉ DES TRAVERSISERS DU QUÉBEC DISCOVERS THAT, WITH RESPECT TO THE PREPARATION OF THE TENDER AND THIS CERTIFICATE NOTWITHSTANDING, THERE HAS BEEN COLLUSION OR ANY FINDING OF GUILT UNDER THE FEDERAL *COMPETITION ACT*, THE CONTRACT THAT MAY HAVE BEEN, IN IGNORANCE THEREOF, AWARDED TO THE SUPPLIER WILL BE CANCELLED AND AN ACTION FOR DAMAGES MAY BE BROUGHT AGAINST THE SUPPLIER AND ANYONE ELSE WHO WAS A PARTY TO THE COLLUSION.
12. AND I HAVE SIGNED, _____
- (SIGNATURE)
- (DATE)



Société des Traversiers du Québec

Independent Evaluation Services for the Construction of a Ferry

Questions to Shipyards

OSK-ShipTech A/S
BRAX Shipping
110990.3007.A

Date: 02.01.2012

Sign: ANH/KCL

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC****TABLE OF CONTENT**

1	Introduction	3
2	Company Information	3
3	Project Staff and Design Capability	5
4	Drawing Office Facilities/Capability	6
5	Model Tests	7
6	References	7
7	Production Management	8
8	Facilities	10
9	Capacity	11
10	Quality Control	12
11	Other Information.....	12
12	Name and contact	13

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC****1 Introduction**

The following questionnaire, forming an integrated part of the Shipyard Request for Pre-Qualification (RFPQ), is issued to shipyards, which have indicated their interest in the tender for construction of a new ferry. Responses received by OSK-ShipTech A/S shall form the basis for filling in the Shipyard Evaluation Matrix

2 Company Information (5 %)

2.1 Name and address of company:

2.2 Details of Holding and/or Group Company and subsidiary companies including evolution, shareholders etc.:

2.3 Company Registration Number:

2.4 VAT Number:

2.5 Address(es) from which services would be provided, e.g. hull, superstructure construction and outfit:



CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

2.6 Sub Contractor Details

Name address of service to be provided

2.7 Health and Safety

Provide details of all major accidents on your premises during the last three years and whether these resulted in any further action by any national Health and Safety organisations. Please include reports covering reportable accidents and near misses.

- 2.7.1 Does your company have a published health and safety policy – if so please enclose a copy.

2.8 Description of yard

Please provide a short description of the Yard giving an overview of facilities, production procedures.

2.9 Structure of Organisation, including organogram, and details of Senior/Project Management and capabilities:

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC*****2.10 Total number of permanent and temporary employees:***

Please state number of permanent and temporary contract staff and numbers of staff, who will be engaged on this project.

2.11 Number of employees at address given in Q 2.5 within the following categories:

- a. Design
- b. Production
- c. Managerial
- d. Administrative

3 Project Staff and Design Capability (9%)***3.1 Provide a summary of how you would ensure that this project is undertaken successfully and delivered on time.***

You should include reference to any planning, scheduling and monitoring systems as well as software's you may operate.

3.2 Please provide details of project organisation showing who would manage this project and lines of communication and reporting:



CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

3.3 *Please provide details of capabilities of project management and support staff who would be assigned to this project. Please include CVs for specific members of staff who will be allocated to the project:*

3.4 *Please provide a list of software used:*

3.5 *Please state names of possible sub-contractors or hull yard which you intend to use:*

4 Drawing Office Facilities/Capability (9 %)

4.1 *Please provide details of Drawing Office facilities, Staff and their capabilities, experience/ time with shipyard.*

4.2 *Please provide details of drawing office systems used including hardware system (CAD) plus details of software used:*

4.3 *Please state if full design capability is available and if so, the percentage of permanent staff/sub-contract and in-house/outsourced staff who would be used:*



CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

5 Model Tests (9%)

Please state how design performance will be verified. This should include details of CFD and model testing to be provided for this project. Please state scope of verifications and who will provide this service:

6 References (20%)

6.1 Please provide details of experience in construction of ferries, Ro-Pax and passenger vessels.

Please include in your answer vessel name, size, year of build, delivery, Flag and Class and name of Owner.

6.2 Please provide name and contact details of three referees for design and build of passenger vessels, ro-pax and/or ferries - vessels undertaken within the last five years including data of ship built.

6.3 Please state other specialized vessels, which have been built to Flag/Class requirements:

Please include in your answer: vessel name, type and size of vessel, year of build, delivery date, Flag and Class.

6.4 Please provide references for vessels on time delivery.



7 Production Management (9%)

7.1 Please provide details of production facilities

Please include details of fabrication and assembling, transportation of steel blocks, pre-installation of equipment, and pre-coating procedures and installation of OEM (original equipment manufacturer) packages to include propulsion system / thrusters, LNG equipment, interior etc – indicating type of equipment/age, etc:

7.2 Please provide details of your production staff

Include experience, capability and number of years they have worked with the shipyard:

7.3 Please detail the size of your building berths and drydock facilities:

7.4 Please state what areas are under cover and where not under cover, how environmental protection is provided:

7.5 Please provide details of Yard's experience in fabrication and methods used.



CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

7.6 Please provide details of experience of outfit of machinery and systems to include main OEM packages. (Dual Fuel systems, LNG fuel systems, Diesel Electric power installations, Azimuth Thruster)

Please describe how this will be managed for this project:

7.7 Please provide details of paint facilities and environmental controls:

7.8 Please state what production office facilities and communication facilities are available for Client/Client's personnel:

7.9 Please provide details of storage for major equipment, including machinery/ electrical/electronics, etc., and possible Owner's supply items:



CONSTRUCTION OF A FERRY – MATANE–BAIE–COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

8 Facilities (5%)

For the following work areas indicate whether these would normally be carried out in-house or be sub-contracted. If sub-contracted, do you have a standing arrangement with a specific company (or companies). Please provide details.

	In-House	Sub-Contract	Sub-Contractor (name)
Design and drafting			
Pipe manufacture			
Equipment and material procurement			
Quality inspection NDT Please provide details of NDT testing undertaken (to include x ray magna Flux, dye penetration)			
Steel fabrication			
Piping installation			
Machinery installation			
Electrical installation			
Outfitting			
Paint and protective coatings			
OEM Packages LNG outfitting/tanks Diesel Electrical system Propulsion system Thrusters			

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC**

Interior outfitting			
Commissioning and sea trials - HATS and SATS			

8.1 Which of the following fabrication areas are, or can be, covered?

	Covered
Material warehouse/store	
Steel preparation	
Steelwork fabrication	
Painting	
Pipe fabrication	
Electrical work	
Building berth	

9 Capacity (10 %)**9.1 Confirmation of yard availability and capacity to undertake this project with documentation of Yard's current orders.****9.2 What percentage of new build contracts was delivered on time or before time during the last five years?**



10 Quality Control (9%)

10.1 Do you operate any formal quality control systems?

Please provide details of quality assurance (including accreditation and scope) which you intend to apply to this project:

10.2 In terms of Quality Control with respect to this project,

Please confirm that all staff and trades have the appropriate training

e.g. Welders – Class Coded.

Additionally please provide details of the following:-

NDT facilities

Procedures for onsite inspections

Procedures for FAT, HATs and SATs (Factory/Harbour/Sea acceptance tests)

Procedures for supply chain coordination

11 Legal and Financial Information (15%)

Please attach the following documents:

- Details of the AAA bank at which you have an account
- Your company's financial accounts for the last three years.

12 Other Information

Please use this space (or provide attachments) to detail any other relevant information about your company.



13 Name and contact

Questionnaire Completed By:

Name:

Position:

Date:

Shipyard:

Queries or comments on the questionnaire should be directed to:

OSK-ShipTech A/S

Balticagade 15 - 2fl

8000 Århus C

Denmark

E-mail:

Att.:

Tel.:

**EVALUATION GRID: TENDER DEMONSTRATING QUALITY FOR A CONTRACT AWARD BASED ON THE
LOWEST ADJUSTED PRICE**

Contract: CONSTRUCTION OF A FERRY - MBCG												
Number: 1411-02-0028												
PART 1												
EVALUATION OF QUALITY			Supplier A		Supplier B		Supplier C		Supplier D		Supplier E	
CRITERIA		Criteria Weight (W) (0 to 100%)	Result Obtained (R) (0 to 100)	Weighted Result (W x R)	Result Obtained (R) (0 to 100)	Weighted Result (W x R)	Result Obtained (R) (0 to 100)	Weighted Result (W x R)	Result Obtained (R) (0 to 100)	Weighted Result (W x R)	Result Obtained (R) (0 to 100)	Weighted Result (W x R)
Company Information		5%										
Project Staff and Design Capability		9%										
Drawing Office Facilities/Capability		9%										
Model Tests		9%										
References		20%										
Production Management		9%										
Facilities		5%										
Capacity		10%										
Quality Control		9%										
Legal and Financial Information		15%										
FINAL RESULT FOR QUALITY (Sum of the weighted results)		100%	/ 100		/ 100		/ 100		/ 100		/ 100	
Acceptable Tenders												
PART 2			Value of factor K as a percentage : 15%									
EVALUATION OF PRICES			Supplier A		Supplier B		Supplier C		Supplier D		Supplier E	
Price Submitted (acceptable tenders only)			\$		\$		\$		\$		\$	
1	Quality Adjustment Factor : $1 + \frac{K \text{ (Final result for quality - 70)}}{30}$											
2	Preliminary Adjusted Price : Price submitted ÷ Quality adjustment factor		\$		\$		\$		\$		\$	
3	Canadian Content Percentage : (Total Price of Canadian Content ÷ Price Submitted) / 12 = __ % (max. of 5%)											
3	Final Adjusted Price : Preliminary Adjusted Price * (1 – Canadian Content Percentage)											
LOWEST ADJUSTED PRICE (FOR AWARD PURPOSES ONLY)												



CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

1 INSTRUCTIONS TO SUPPLIERS – Request for Pre-Qualification (RFPQ)

The following is intended to standardize the presentation of RFPQ so as to ensure simplicity and effectiveness and to assist the Supplier in preparing a complete document.

1.1 DEFINITION OF TERMS

1.1.1 Request for Pre-Qualification (RFPQ)

Designates all the documents used to qualify a Supplier for the pre qualification process.

The RFPQ is considered as the first step in the contract award process and covers the Quality Evaluation of said process. It is separate from the Tender, but contains all pertinent information required from a Supplier to be prequalified to submit a priced offer later.

Without limiting the generality of the foregoing, these documents include: the Questionnaire, the Evaluation Grid, the Instructions to Suppliers and, if any, the addendum.

1.1.2 Establishment

A place where the Supplier permanently carries out its activities, clearly identified by the Supplier's name and accessible during regular business hours.

1.1.3 Supplier

A legal person established for a for-profit private interest, a general partnership, a limited partnership, a limited partnership with share capital, a sole proprietorship or a cooperative presenting a tender for the actual project.

1.1.4 Tender

Suppliers who have passed the Quality Evaluation process of the RFPQ will be invited by the STQ to present a Tender. By Tender is meant a proposal, bid or application presented by a Supplier with a view to obtaining a Contract and in which a fixed price, a unit price, a rate, a percentage or a combination thereof is submitted.

In this instance, a Tender is to be considered as all the documentation deposited by the Supplier in its answer to the RFPQ, as well as its Price Offer.

Without limiting the generality of the foregoing, the Tender includes: the Quotation Form, the Price Schedule and the Bid Bond.

1.1.5 STQ

The Société des traversiers du Québec

1.1.6 OSK-ShipTech A/S

OSK is a Danish company of consulting naval architects and marine engineers appointed by the STQ to identify potential shipyards, as well as to conduct a pre-qualification process, which will eventually lead to a request for price offer from all qualified shipyards.

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC****1.2 GENERAL INFORMATION**

- 1.2.1 It should be noted that a preferential margin will be attributed to the Supplier who commits to the use of Canadian content for the construction of the ferry. The formula to calculate the value of the preferential margin is detailed in the “Declaration of Canadian Content”. The maximum value that will be given to this preferential margin is 5%.
- 1.2.2 Import rights do not apply in Canada for ships that are longer than 129 meters. Since the ship to be built will exceed this length, import rights will not be considered in the global price evaluation of the tender.

1.3 EXAMINATION OF THE DOCUMENTS

- 1.3.1 The Supplier must make sure that he has received the entire Request for Pre-qualification (RFPQ) documents listed in the “List of documents”. Unless the Supplier gives notice to the contrary before the deadline for receiving RFPQs, it will be presumed that he has received all such documents.
- 1.3.2 The Supplier must carefully examine the RFPQ documents, and it is his responsibility to be informed as to the purpose and requirements of the Contract.
- 1.3.3 By submitting an answer to the RFPQ, the Supplier acknowledges having read the RFPQ documents and accepts their clauses, obligations and conditions.
- 1.3.4 A Supplier who wishes to obtain additional information, who finds ambiguities, omissions or contradictions or who has doubts as to the meaning of the contents of the Pre-qualification documents must submit his questions in writing to OSK-Shiptech’s representative before the deadline for submission of RFPQs.
- 1.3.5 All questions will be registered in a document in an anonymous manner and all answers will be registered in as well. For each question a document containing both the question and the answer will be accessible to all of the Suppliers, who have requested prequalification through a password protected site, which will be accessible at all times during the prequalification period until the deadline for submission of the RFPQ documents
- 1.3.6 Where the information requested or the questions raised concern something significant or likely to have an impact on the presentation of Tenders, the OSK-Shiptech’s Representative will send all the required information, by means of an addendum uploaded to the tender server and notify all participating shipyards that a document has been uploaded.
- 1.3.7 OSK-Shiptech A/S reserves the right to make changes to the RFPQ documents before the deadline for submission of RFPQs. Such changes become an integral part of the RFPQ documents and will be sent, by means of an addendum to all the Suppliers.



CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

1.4 PREPARATION AND PRESENTATION OF RFPQ

1.4.1 The Supplier must prepare only one answer to the RFPQ and it must meet the requirements of the RFPQ documents.

1.4.2 Presentation Rules for the RFPQ

- 1) The RFPQ is constituted of all the documents expressly required, as described in the “List of documents for Prequalification”.
- 2) The RFPQ must be submitted in English.
- 3) The text must be presented on 8 ½ inch × 11 inch or A4 size PDF format
- 4) The Supplier must enclose the following documents (completed and signed) with the RFPQ:
 - A. the document “questions to shipyard” duly completed;
 - B. the “Certificate in Respect of the Absence of Collusion in the Preparation of a Tender and the Absence of any Conviction under the Federal Competition Act” form;
 - C. the “Supplier’s Commitment” form;
 - D. the moral person or corporation resolution (power of attorney) stating that the signatory of the tender has the authority to do so in the name of the company it represents (Provided by the “Expression of Interest”) ;
 - E. the “Identification and Commitment – Contractual Obligation Program – Equal Opportunity for Employment” forms (as applicable).
 - F. the form “List of addenda” duly filled in;
 - G. the “Certificate of francization” **(Supplier’s from Québec only)**

Please note that the following forms:

- “Certificate in respect of the absence of collusion in the preparation of a tender and the absence of any conviction under the federal Competition Act”,
 - “Supplier’s Commitment”,
- must be those of the STQ or contain the same information and be duly completed and must be signed by an authorized person.
- 5) The Supplier must submit the RFPQ (filled in forms and requested attachments) by e-mail in Microsoft Office Word, Excel, PowerPoint or pdf format as well as an original copy of said documents to the address given below in 1.5.



CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

1.4.3 WITHDRAWAL OF AN RFPQ

A Supplier may withdraw its RFPQ in person, by registered letter, or by e-mail at any time before the deadline for submission of the request without thereby alienating the right to present another request within the set period.

1.5 CONDITIONS OF CONFORMITY OF THE RFPQ

1.5.1 Deadline for submission of RFPQ

The RFPQ must be delivered electronically and in an original paper version to the addresses given below, no later than February 3rd, 2012 at 12.00 hrs (CET)

All forms listed in the “List of Documents” and presented as “Required and Essential” must be duly completed and signed.

Electronic Version:

OSK-ShipTech A/S, Att.:

with the title reference: “RFPQ Construction of a Ferry – MBCG for STQ, Québec”

Original Version:

OSK-ShipTech A/S

Balticagade 15, 2. fl.

DK-8000 Aarhus C

Denmark

1.6 METHOD OF EVALUATION

1.6.1 OSK ShipTech’s Evaluation and STQ’s Selection Committee:

An initial evaluation of the answers will be performed by OSK-ShipTech A/S who will rate each criterion based on the information provided by each supplier in its prequalification package. It is therefore essential for the Supplier to put together precisely and in an ordered manner the elements required to respond to the established criteria, showing for each of them what makes the Supplier competent to carry out the mandate.

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC**

Once the initial evaluation is completed, OSK-ShipTech A/S will then produce a report which will be given and presented to the STQ's Selection Committee.

The STQ's Selection Committee is responsible for the final evaluation. Prior to the Selection Committee, all its members will review OSK-ShipTech's report and justification for each mark as well as all the documentation that was presented by each supplier in the RFPQ process.

During the Selection Committee, OSK-ShipTech's project manager will be present to justify its mark and answer all questions raised by the members of the Selection Committee. The Selection Committee will determine the final mark for each criterion based on the suppliers' answers to the RFPQ process, OSK ShipTech's report as well as justification given by its project manager during the final evaluation process.

Every supplier will be given a mark for each criterion. The total of the marks will be weighted and added on a scale of 100%. The suppliers who reach the passing mark of **70%** will be invited to present a price offer based on technical specifications and pro-format contract. Further instructions will then be given to these suppliers to present their price offer.

The suppliers who do not reach a passing mark will be informed accordingly and will not be invited to present a price offer.

1.6.2 Evaluation Grid

The evaluation grid is comprised of two distinct portions: Quality and Price.

Quality

The first portion of the grid pertains to the quality of the information provided in the answers to the prequalification package.

The answers given by each supplier in the questionnaire will be evaluated based on the following criteria and weight:

- a. Company Information (5%)
- b. Project Staff and Design Capability (9%)
- c. Drawing Office Facilities/Capability (9%)
- d. Model Tests (9%)
- e. References (20%)
- f. Production Management (9%)
- g. Facilities (5%)
- h. Capacity (10%)

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC**

- i. Quality Control (9%)
- j. Legal and Financial Information (15%)

To reach a passing mark, the supplier must obtain a **final mark of 70%** and there are **not any exclusionary criterions**.

Note: Because the evaluation of the quality has an impact on the price evaluation, the suppliers will initially be informed about a **pass** or **fail** of their evaluation. Detailed marks pertaining to the quality will be provided to all suppliers once the contract award process is completed.

Price

The suppliers who have reached a mark of 70% and above will be invited to present a price offer.

The price will be adjusted by two (2) factors which are the **Quality Adjustment Factor** and the **Canadian Content Percentage**.

The **Quality Adjustment Factor** takes into account the mark received for the Quality and gives a **Preliminary Adjusted Price**.

Once the **Preliminary Adjusted Price** is determined, the **Canadian Content Percentage** is then affected against the price to give the **Final Adjusted Price**.

The contract will be awarded to the supplier who has the lowest **Final Adjusted Price**.

1.6.3 Canadian Content

The Government of Québec has decreed that it will allow a preferential margin in its evaluation process to a supplier who commits to the use of Canadian Content in the construction of the ferry.

The Canadian Content will be taken into account in the evaluation process to determine the award of the contract. A preferential margin can be awarded to the suppliers who use Canadian content up to a maximum of 5%.

The Canadian Content is not a requirement for the RFPQ neither for the deposit of the Price Offer. It is strictly a preferential margin that will affect the evaluation of prices to determine which supplier will be awarded the contract.

To be considered "Canadian Content", the supplier must complete the appropriate appendix (Declaration of Canadian Content) which will be made available in the Price Offer process. The supplier will fill the pertaining appendix with the different portion of the ferry which will be of Canadian construct and their appropriate prices. The supplier who will be awarded the contract will have to present proof of invoices from Canadian companies to confirm its Canadian content.

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC**

The costs of labour for the construction and assembly of the ferry can be considered as “Canadian Content” should the latter be performed by Canadian workers operating on Canadian soil.

The formula that will be used can be found in the Evaluation Grid and reflects the following:

Preferential Margin (%) = (Price of Canadian Content ÷ Price submitted)

12

1.6.4 Factor K

The factor K appears in the Evaluation Grid and is used in the determination of the **Quality Adjustment Factor** and it represents the value that the STQ is willing to accept to go from a 70-point Tender to a 100-point Tender, for all the criteria.

The Selection Committee will calculate the quality adjustment factor according to the formula shown on the evaluation grid, based on factor K and the final quality result obtained by each Supplier.

For this call for tender, the value of the factor K is fixed at **15%**.

**CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC****List of Documents**

Provided for Expression of Interest	
110990.3006.01	Letter of Interest
110990.3006.02	Expression of Interest & Authorization of Shipyard's Representative
110990.3006.03	Identification of Shipyards Representative
110990.3006.04	Agreement of Confidentiality

<i>To be Returned and are Required and Essential for Conformity to Expression of Interest</i>	
110990.3006.02	<i>Expression of Interest & Authorization of Shipyard's Representative</i>
110990.3006.03	<i>Identification of Shipyards Representative</i>
110990.3006.04	<i>Agreement of Confidentiality</i>

Provided for Request for Pre-Qualification	
110990.3007.01	List of Documents
110990.3007.02	Instructions to Suppliers
110990.3007.03	Evaluation Grid
110990.3007.A	Questions to Shipyards
110990.3007.B	Certificate in Respect of Absence of Collusion
110990.3007.C	Suppliers Commitment Form
110990.3007.D	Authorization of Shipyard's Representative (as provided in 110990-3006.02)
110990.3007.E	Contractual Obligation Program - Equal Opportunity - Identification and Commitment
110990.3007.F	List of Addenda
110990.3007.G	Certificate of Francization (Suppliers from Québec only)

<i>To be returned and are Required and Essential for Conformity Prior to Pre-Qualification</i>	
110990.3007.A	<i>Questions to Shipyards</i>
110990.3007.B	<i>Certificate in Respect of Absence of Collusion</i>
110990.3007.C	<i>Suppliers Commitment Form</i>
110990.3007.D	<i>Authorization of Shipyard's Representative (as provided in 110990-3006.02)</i>
110990.3007.E	<i>Contractual Obligation Program - Equal Opportunity - Identification and Commitment</i>
110990.3007.F	<i>List of Addenda</i>
110990.3007.G	<i>Certificate of Francization (Suppliers from Québec only)</i>



CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

AGREEMENT OF CONFIDENTIALITY

I the undersigned (Family name and given name)
..... (title) of (Name of the
Shipyard)

do hereby make the following declarations on behalf of(shipyard)

1. We undertake, with no time limit, to keep entirely secret and not to communicate or allow to be communicated any information or document whatsoever, whatever the support medium may be, which may be communicated to us or of which we become cognizant in connection with the project for construction of a ferry for the STQ, unless duly authorized to do otherwise by the STQ or one of its authorized representatives.
2. Furthermore, we agree to protect and safeguard all technical information against unauthorized use, reproduction, publication and disclosure to third parties
3. We have been informed that any failure to respect, in whole or in part, this confidentiality undertaking will expose us to legal recourse, claims, lawsuits and other proceedings as a consequence of the damage caused to whomsoever may be concerned by the aforementioned contract.
4. I confirm that I have read the terms of this commitment and understand its scope.

AND I HAVE SIGNED AT _____

THIS _____ DAY OF _____ IN THE YEAR _____

(Signature of the declarant)



CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

IDENTIFICATION OF SHIPYARD'S REPRESENTATIVE

Project Title	<u>Construction of a Ferry - MBCG</u>
Project Number	<u>1411-02-0028/OSK file 110990</u>

IDENTIFICATION SHEET FOR THE SHIPYARD'S REPRESENTATIVE	
<p>To facilitate the transmission of any additional communication related to this Prequalification and Call for Tenders, the Shipyard must send the following form and attachments, duly completed, to OSK-ShipTech A/S.</p>	
Name of Shipyard	<u></u>
Mailing Address	<u></u>
Name of the Shipyard's Representative	<u></u>
Contact details	<u></u>
Email	<u></u>
Telephone	<u></u>
Fax	<u></u>

Return Address	<u>OSK-ShipTech A/S</u>
	<u>Balticagade 15, 2nd. Fl.</u>
	<u>DK-8000 Aarhus C</u>
	<u>Denmark</u>
	<u>Att.: Project Manager</u>
	<u>E-mail: _____</u>

To XXX YARD

LETTER OF INTEREST

Aarhus, January 2nd , 2012

Att.: XXX

**Re.: Construction of a Ro-Ro Passenger Ferry – Matane – Baie-Comeau – Godbout for
Société des traversiers du Québec (STQ) – Québec (Canada)
Project: 1411-02-0028
OSK File 110990**

The Société des traversiers du Québec (STQ) is a public corporation under the authority of the Government of Québec (Canada), whose mission is to contribute to the mobility of people and merchandise by providing safe and reliable maritime transportation services throughout the province of Québec. The STQ was founded in 1971 and operates thirteen (13) ferries across Québec's territory. Its flag vessel, the *M.V. Camille-Marcoux* operates in the Gulf of St. Lawrence between Matane, Baie-Comeau and Godbout. The lifecycle of the *M.V. Camille-Marcoux* is coming to an end and the STQ has decided to replace the existing asset with a new built ferry. Such new build project has been duly approved at all governmental levels and an international procurement process has been initiated to acquire a new ferry.

In 2010, STQ has contracted a naval engineering consortium formed by DeltaMarin Ltd. and a local Canadian company to evaluate and define the main characteristics of the new ferry intended to provide the basis of a "Design and Build" package. In addition, this ferry will incorporate latest technologies like LNG machinery, diesel electric propulsion, azimuths thrusters, ice class notation, and environmentally friendly systems.

The STQ is already looking into the construction of two (2) other small ferries, which will include LNG technology, and will become the first ship-owner operating LNG ferries in North-America. By the time this third built project is completed, the STQ will have three (3) LNG ferries in operation.

In order to qualify shipyards for the construction of its new ferry, the STQ has awarded our company, OSK-ShipTech A/S, a contract following a public tender for the conduct of an independent evaluation of shipyards. We have been given the mandate to identify potential shipyards, as well as conduct a pre-qualification process, which will eventually lead to a request for price offer from all qualified shipyards.



AARHUS

Balticgade 15 2^{fl}
DK - 8000 Aarhus C
Tel.: +45 8617 8099

www.osk-shiptech.com

COPENHAGEN

Fruebjergvej 3 - Box 26
DK - 2100 Cph OE
Tel: +45 4576 4210

mail@osk-shiptech.com

OSK-ShipTech A/S, consulting naval architects and marine engineers, is a Danish company, formerly known as Consulting Naval Architects Ole Steen Knudsen A/S. The company, which was founded in 1966, now employs a staff of 35 in Denmark at our offices in Aarhus and Copenhagen. The company operates worldwide. At present, several expatriate members of staff are stationed at local offices in Germany, Lithuania and Tanzania.

The company's main activities are design development, preparation of tender and contract documents, contract negotiations and building supervision of ships and crafts of all types. In addition, the company has been increasingly engaged in maritime development and transport studies for international agencies and national governments. In recent years, the company has become an important contributor to the offshore industry, focussing primarily on design and modification of heavy-lift/jack-up vessels for the transport of wind turbines to their sites at sea. For more information, please see our website: www.osk-shiptech.com.

You have been identified by OSK-ShipTech A/S and STQ as a potential shipyard for the construction of STQ's ferry. We hereby invite you to express your interest in the project by responding to this invitation, and ask you please to confirm the receipt of this communication as soon as possible to the e-mail address given below.

Your interest in this project should be forwarded by e-mail to:

Consulting Naval Architects OSK-ShipTech A/S
E-mail:

Your expression of interest should consist of the attached formats:

- A "letter of interest" giving your name, address and contact details and containing the official authorization of the shipyard representative to sign documents
- A filled in form: Identification of Shipyard Representative
- Signed Certificate of Confidentiality

Throughout the expression of interest and pre-qualification processes, all communication between your shipyard and OSK-ShipTech A/S shall be in writing and all questions or comments shall be forwarded to the e-mail address provided above.

Shipyards, having expressed their interest in the project, will be sent a code, which will give them access to a server, where instructions and questionnaires to be filled-in will be made available.

The deadline for forwarding filled-in questionnaires is: February 3rd, 2012 at 12.00 hrs (CET).

Based on the questionnaires, a number of shipyards will be pre-qualified to participate in the tender. More details about the method of evaluation will be provided in the instructions for pre-qualification.

The bidding process (expression of interest, pre-qualification and deposit of price offers) is expected to be completed with contract signature by May 1st, 2012 and the delivery of the ship in Canada is scheduled by the end of 2014.

The vessel in question is a Roll-on Roll-off ferry type with two (2) vehicle decks and hoistable vehicle platforms installed at deck level 4. A superstructure will accommodate crew and officers' cabins, public spaces, wheelhouse, service and technical spaces. The main machinery consists of a dual fuel engine electric power station including four (4) medium speed dual fuel (MDO/LNG)

engines and two (2) azimuth thrusters driven by electric propulsion motors.

The main characteristics of the ferry are as follows:

LOA (about)	130.0 m
Beam moulded (about)	22.4 m
Draft, design	5.40 m
Service speeds	18 / 20 knots
Deadweight	1,885 t
Number of cars	180 CEU (approx. 750 LM)
Flag	Canadian
Navigation	Near Coastal Voyage (Class 2)
Passengers	800

The ferry will be classified under Lloyd's Register of Shipping with the following notations:

- ✕ 100 A1, Passengers and Vehicle ferry, movable decks, shipright (SDA and CM) Ice class 1A (Finnish-Swedish) CR, NAV1, IBS, EP (A, G, N, R, S)
- ✕ LMC, CCS, CM, UMS, PL, ICC, DP(AM), IWS, PSMR, PCAC33, Green Passport.

We hope that this project is of interest to your shipyard and we look forward to receiving your answer.

Yours faithfully,

OSK-ShipTech A/S

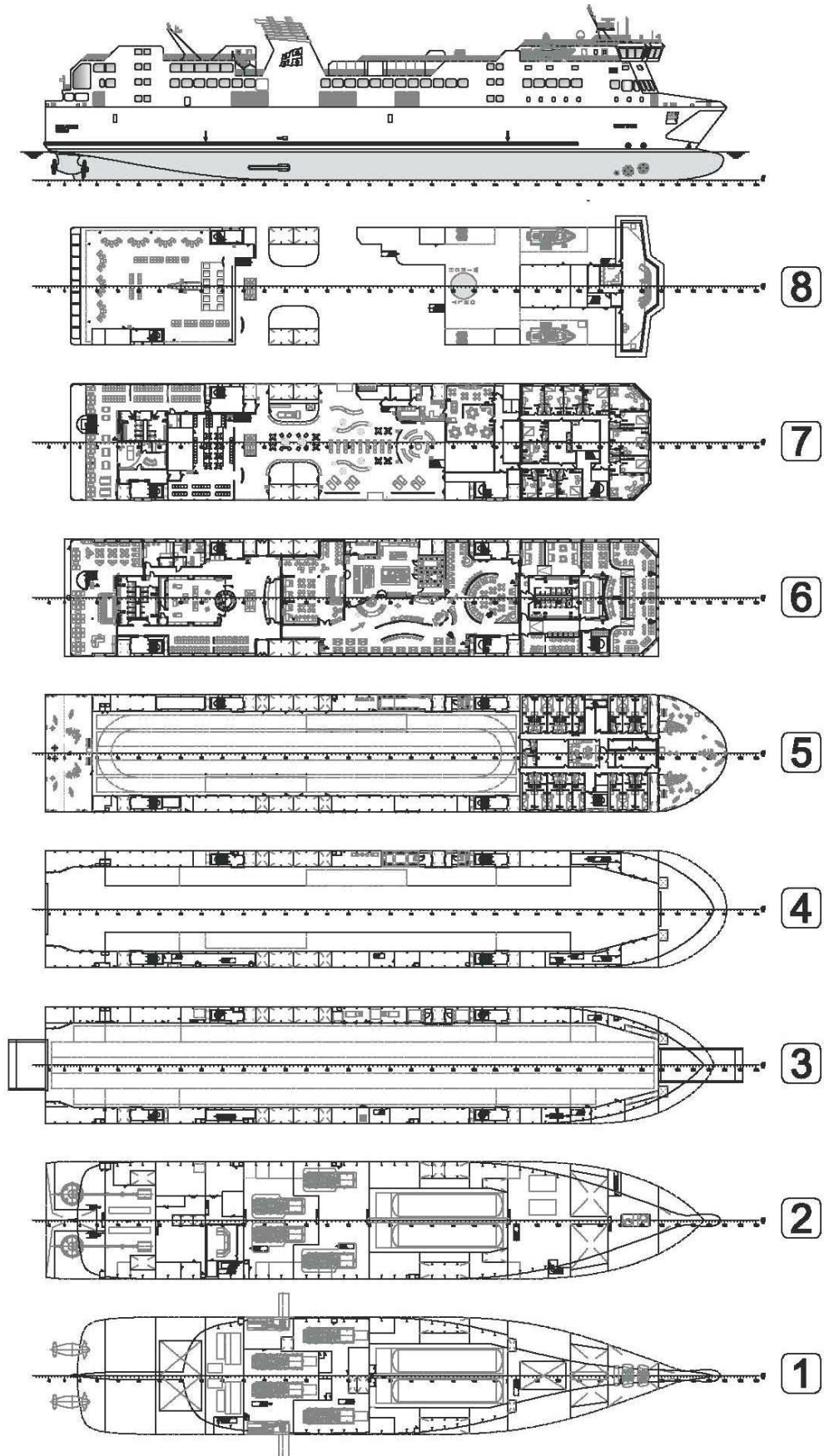
enclosed:

General Arrangement

Artist impressions – Ferry Exterior/Interiors

Documents attached (to be filled in and returned)

1. Expression of Interest containing official authorization of shipyard's representative (id.: 3006.02)
2. Identification of Shipyard Representative (id.: 3006.03)
3. Agreement of Confidentiality – to be signed and returned (id.: 3006.04)







CONSTRUCTION OF A FERRY – MATANE–BAIE-COMEAU–GODBOUT (MBCG) FOR STQ, QUÉBEC

**EXPRESSION OF INTEREST
and
Authorization of Shipyard's Representative**

Date:
OSK ref. 110990

Att.:	Société des traversiers du Québec c/o OSK-ShipTech A/S, Denmark
Re.:	Construction of a Ro-Ro Passenger Ferry – Matane – Baie-Comeau – Godbout for Société des traversiers du Québec (STQ) – Québec (Canada) Project: 1411- 02-0028 OSK File 110990

Dear Sir,

We wish to express our interest in the project for construction of a Ro-Ro Passenger Ferry for Société des traversiers du Québec and ask you to forward to us instructions concerning pre-qualification and access to the project documents.

In connection with this project, we hereby authorise

Mr/Mrs/Ms.(name), (title) employed by us, to be responsible for all communication in connection with shipyard prequalification, and if the shipyard is pre-qualified, to present our bid, negotiate with relevant authorities, make decisions and sign all agreements and contract documents on behalf of the company of (shipyard).

This Authorization is granted to Mr/Mrs/Ms. as of today, and is valid for the duration of our participation in the above project.

Signed:

Sample signature of the
authorized representative

.....

Managing Director

.....

REFUND GUARANTEE

We refer to the Shipbuilding Contract between (the "Builder") and yourselves (the "Buyer") dated _____ (the "Shipbuilding Contract") pursuant to which the Builder shall design, build, equip and sell to the Buyer and the Buyer shall buy from the Builder one (1) _____ of— tdw having the Builder's Hull No. — (the "Vessel") on the terms and conditions as set out in the Shipbuilding Contract.

Pursuant to the terms and conditions of the Shipbuilding Contract, the Buyer is to pay the following [First/Second/Third/Fourth] Instalment (Instalment") of the Contract Price as more particularly described in Clause 6 thereof as follows:

(a) First Instalment

The sum of (..... only) payable within 60 days of the Contract being executed .

Alternatively:

(b) Second Instalment

The sum of (..... only) payable within 60 days from the commencement of steel cutting.

Alternatively:

(c) Third Instalment

The sum of (..... only) payable within 60 days from the assembly of the first unit on the assembly bed or dry dock.

Alternatively:

(d) Fourth Instalment

The sum of..... (..... only) payable within 60 days of launching of the Vessel.

Payment of the Instalment is made against the provision of this refund guarantee.

Upon instruction and at the request of the Builder, and in consideration of your readiness to effect the above mentioned payment, we [*Insert Bank Name*]., as principal obligor and not merely as surety, hereby irrevocably undertake to pay you

within 5 (five) working days upon receipt by us of your first demand in writing accompanied by your written statement that

I) the Builder is in breach of his obligation(s) under the Shipbuilding Contract and you as a consequence thereof have rescinded the Shipbuilding Contract; and/or

II) you have rescinded or terminated the Shipbuilding Contract pursuant to clause 19 of the Shipbuilding Contract;

an amount equal to the amount of the Instalment (s) together with interest at the rate equal to the aggregate of five point five per cent (5.5%) per annum, such interest to be payable from the date of the payment of the Instalment by you to the date of payment by us to you pursuant to the provisions hereof.

Our liability hereunder shall in no respect be impaired by the giving by you of any time or indulgence whatsoever in respect of, nor by any variation or amendment whatsoever in, the terms of the Shipbuilding Contract or by any other matter or circumstances which would otherwise discharge or impair our liability as guarantor hereunder.

All payments under this Guarantee shall be made to such bank account as you shall designate in your written demand for payment under this Guarantee, in immediately available freely transferable and convertible [CAD] without set-off, counterclaim or deduction on any account whatsoever and free and clear of any present or future taxes of any nature now or hereafter imposed, levied, collected, withheld, deducted or assessed by any taxing and/or governmental authority whatsoever or wheresoever unless we are by applicable law compelled to deduct such taxes.

For the purposes of determining whether all sums payable by the Builder under the Shipbuilding Contract have been fully and unconditionally paid and discharged, no payment or discharge which may be avoided under any enactment relating to insolvency and no payment or discharge made or given which is subsequently avoided shall constitute payment or discharge of the Builder and accordingly no release, cancellation or discharge of this Guarantee given or made on the faith of any such payment by the Builder shall constitute discharge of the Guarantor under this Guarantee or prejudice or affect the Buyer's right to recover from the Guarantor to the full extent of this Guarantee.

This guarantee shall expire and become null and void upon the first to occur of the following:

- a) acceptance of the Vessel by you or your assignee in accordance with the terms of the Shipbuilding Contract as evidenced to us by a certified copy of the Protocol of Delivery and Acceptance of the Vessel duly signed by both the Buyer and the Builder;
- b) the payment in full to you or your assignee of all amounts guaranteed hereby.

This letter of guarantee shall be governed by, and construed in accordance with the laws of England and any dispute under this letter of guarantee shall be referred to English High Courts of Justice.

Your demand for payment should be sent to [insert address in UK] by post, personal service, courier or fax.

For and on behalf of
(the Bank)

P: STQ Tender – Refund Guarantee

QUOTATION

TITLE: CONSTRUCTION OF A FERRY – MBCG
NUMBER: 1411-02-0028

ON BEHALF OF MYSELF AND THE SUPPLIER THAT I REPRESENT:

1. I HEREBY DECLARE THAT:

- A) I HAVE RECEIVED AND READ ALL THE DOCUMENTS RELATED TO THE CONSTRUCTION PROJECT NAMED ABOVE, WHICH DOCUMENTS WILL FORM AN INTEGRAL PART OF THE CONTRACT TO BE AWARDED;
- B) I HAVE SOUGHT THE NECESSARY INFORMATION ON THE NATURE OF THE SERVICES TO BE PROVIDED AND THE REQUIREMENTS OF THE PROJECT;
- C) I AM AUTHORIZED TO SIGN THIS DOCUMENT.

2. CONSEQUENTLY, I UNDERTAKE:

- A) TO PERFORM THE TASKS DESCRIBED IN THE DOCUMENTS RECEIVED AS WELL AS ALL OTHER WORK THAT MAY BE REQUIRED IN ACCORDANCE WITH THE INTENT OF THE DOCUMENTS;
- B) TO MEET ALL THE CONDITIONS AND SPECIFICATIONS APPEARING IN THE SAID DOCUMENTS;
- C) TO RESPECT THE TENDER PRESENTED IN RESPONSE TO THE CALL FOR TENDERS;
- D) TO CARRY OUT THE PROJECT FOR THE PRICES SHOWN ON THE ENCLOSED PRICE SCHEDULE.

3. IN ACCORDANCE WITH THE ENCLOSED PRICE SCHEDULE, I UNDERTAKE TO CARRY OUT THE PROJECT FOR THE AMOUNT OF:

_____ (Written out) _____ (In figures)

4. I HEREBY CERTIFY THAT THE TENDER AND THE PRICE SUBMITTED ARE VALID FOR A PERIOD OF SIXTY (60) DAYS AS OF THE DEADLINE FOR RECEIVING TENDERS.

5. I UNDERSTAND THAT THE PRICE SUBMITTED IN THE QUOTATION INCLUDES THE COST OF LABOUR AND EQUIPMENT NEEDED TO CARRY OUT THE CONTRACT, AS WELL AS OVERHEAD COSTS, ADMINISTRATION COSTS, FRINGE BENEFITS, PROFITS AND OTHER INDIRECT COSTS INHERENT IN THE CONTRACT AND, WHERE APPLICABLE, THE FEES AND COSTS FOR CUSTOMS, PERMITS, LICENSES AND INSURANCE.

SUPPLIER:

ADDRESS:

(EMAIL)

(FAX)

SIGNER'S NAME
(PRINTED)

CERTIFICATE OF EXEMPTION FROM THE GST AND THE QST

THIS CERTIFIES THAT THE DESIGNATED GOODS AND SERVICES ARE ORDERED OR PURCHASED WITH PUBLIC FUNDS BY THE SOCIÉTÉ DES TRAVERSISERS DU QUÉBEC FOR ITS OWN USE. CONSEQUENTLY, THEY ARE NOT SUBJECT TO QUÉBEC SALES TAX (QST) OR THE FEDERAL GOODS AND SERVICES TAX (GST).

SIGNATURE

DATE

PRICE SCHEDULE

TITLE: CONSTRUCTION OF A FERRY – MBCG

NUMBER : 1411-02-0028

Element No	Description	All-In Price (CAD \$)
1	Ferry Construction Cost	\$
2	Insurance (Builder's Risk, Civil Liability)	\$
3	Performance Bond	\$
4	Refund Guarantee	\$
	Global Price (1 + 2 + 3 + 4) (Price submitted for evaluation purposes)	\$

Element No	Unit Prices for Computation of Modifications	Unit Price (\$)
5	Hourly rate - Production staff	\$/H
6	Hourly rate - Engineering staff	\$/H

The supplier hereby undertakes to carry out the project and to provide all required material and services described in the contractual documentation for the price submitted in the Price Offer.

Please note that the designated goods and services purchased by the Société des traversiers du Québec are paid for by public funds and therefore are exempt of taxes.

NAME OF THE SUPPLIER: _____

ADDRESS: _____

SIGNATURE : _____ DATE : _____

FORM OF PERFORMANCE BOND

[Name of bank or other institution acceptable to the STQ]

Dear Sirs,

Our guarantee reference number:[XXXXXX]

We understand that [insert name and address of bidder] (the "Applicant") is entering into a contract with you for the provision of "Contract for the Construction of a Vessel" (the "Shipbuilding Contract") and that a performance bond or bank guarantee is required for [Can \$xxxxxx].

In consideration of you entering into the Shipbuilding Contract we,[insert name and address of bank or other Institution] acting through our office at [insert address](the "Office") hereby guarantee to pay to you on first written demand the sum of [insert] should you elect to take delivery of the vessel under clause 15.3.2 of the Shipbuilding Contract and/or under clause 19.3 of the Shipbuilding Contract or have a claim under clause 18 of the Shipbuilding Contract.

This guarantee shall come into force at [xxxx]on [xxxx] and will expire at [xxxx] hours GMT on [xxxx] ("expiry") unless any demand has been made hereunder prior to that date.

Our liability is limited to the sum of [Can \$xxx] and your demand hereunder must be received in writing at the Office by post, courier or by fax before expiry accompanied by your statement, bearing the handwritten signature of the STQ's Project Management Office Manager, that you are electing to take delivery of the vessel under clause 15.3.2 of the Shipbuilding Contract and/or under clause 19.3 of the Shipbuilding Contractor that you have a claim under clause 18 of the Shipbuilding Contract and accordingly you are entitled to make a demand under this guarantee for the amount set out in your demand. Such demand and statement shall be accepted as conclusive evidence (and admissible as such that the amount claimed is due to you under this guarantee.)

Upon expiry this guarantee shall become null and void, whether returned to us for cancellation or not and any demand received after expiry shall be ineffective.

This guarantee is personal to yourselves and is not transferable or assignable.

This guarantee shall be governed by and construed in accordance with the Laws of England and shall be subject to the jurisdiction of the English Courts.

LIST OF DOCUMENTS FOR REQUEST FOR PRICE OFFER PROCESS

Documents « PROVIDED »

CONSTRUCTION OF A FERRY - MBCG – 1411-02-0038

➤ **Documents considered to have been provided to the Shipyard before the deadline for the deposit of the prequalification package unless otherwise advised :**

- | | |
|---|--|
| <input checked="" type="checkbox"/> List of documents | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> General Information | <input checked="" type="checkbox"/> Refund Guarantee |
| <input checked="" type="checkbox"/> Instructions to Suppliers | <input checked="" type="checkbox"/> Absence of establishment in Québec |
| <input checked="" type="checkbox"/> Quotation | <input checked="" type="checkbox"/> Letter confirming the respect of the delivery deadline |
| <input checked="" type="checkbox"/> Bid Bond | <input checked="" type="checkbox"/> Specifications and Contract Plans |
| <input checked="" type="checkbox"/> Price Schedule | <input checked="" type="checkbox"/> Reference Data |
| <input checked="" type="checkbox"/> Declaration of Canadian Content | <input checked="" type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> List of addenda | |



**Documents « REQUIRED AND ESSENTIAL (condition of conformity)»
FOR THE DEPOSIT OF THE PRICE OFFER**

Documents that must be deposited by the Supplier (duly completed and signed)

- ☒ Quotation
- ☒ Bid Bond
- ☒ Confirmation Letter of an Eligible Refund Guarantee Issuer
- ☒ Confirmation Letter of an Eligible Surety Provider
- ☒ Price Schedule
- ☒ Declaration of Canadian Content and pertaining annexes (Ref. Note 1)
- ☒ List of addenda
- ☒ Absence of establishment in Québec
- ☒ Letter confirming the respect of the delivery deadline



**Documents « REQUIRED AND ESSENTIAL
FOR THE SIGNATURE OF A CONTRACT**

- ☒ Performance Bond
- ☒ Refund Guarantee
- ☒ Warranty and Insurance Policy
- ☒ Builder's Risk
- ☒ Builder's Resolution
- ☒ Project schedule

LIST OF DOCUMENTS FOR REQUEST FOR PRICE OFFER PROCESS

Documents « PROVIDED »

CONSTRUCTION OF A FERRY - MBCG – 1411-02-0038

➤ **Documents considered to have been provided to the Shipyard before the deadline for the deposit of the prequalification package unless otherwise advised :**

- | | |
|---|--|
| <input checked="" type="checkbox"/> List of documents | <input checked="" type="checkbox"/> Performance Bond (To be provided) |
| <input checked="" type="checkbox"/> General Information | <input checked="" type="checkbox"/> Refund Guarantee (To be provided) |
| <input checked="" type="checkbox"/> Instructions to Suppliers | <input checked="" type="checkbox"/> Absence of establishment in Québec |
| <input checked="" type="checkbox"/> Quotation | <input checked="" type="checkbox"/> Letter confirming the respect of the delivery deadline |
| <input checked="" type="checkbox"/> Bid Bond (To be provided) | <input checked="" type="checkbox"/> Specifications and Contract Plans |
| <input checked="" type="checkbox"/> Price Schedule | <input checked="" type="checkbox"/> Reference Data |
| <input checked="" type="checkbox"/> Declaration of Canadian Content | <input checked="" type="checkbox"/> Contract (To be provided) |
| <input checked="" type="checkbox"/> List of addenda | |



**Documents « REQUIRED AND ESSENTIAL (condition of conformity)»
FOR THE DEPOSIT OF THE PRICE OFFER**

Documents that must be deposited by the Supplier (duly completed and signed)

- ☒ Quotation
- ☒ Bid Bond
- ☒ Confirmation Letter of an Eligible Refund Guarantee Issuer
- ☒ Confirmation Letter of an Eligible Surety Provider
- ☒ Price Schedule
- ☒ Declaration of Canadian Content and pertaining annexes (Ref. Note 1)
- ☒ List of addenda
- ☒ Absence of establishment in Québec
- ☒ Letter confirming the respect of the delivery deadline



**Documents « REQUIRED AND ESSENTIAL
FOR THE SIGNATURE OF A CONTRACT**

- ☒ Performance Bond
- ☒ Refund Guarantee
- ☒ Warranty and Insurance Policy
- ☒ Builder's Risk
- ☒ Builder's Resolution
- ☒ Project schedule

LETTER CONFIRMING THE RESPECT OF THE FERRY DELIVERY DEADLINE

TITLE: CONSTRUCTION OF A FERRY – MBCG

PROJECT: 1411-02-0028

1. I hereby confirm that I will respect the delivery deadline for the ferry which is not later than **December 31st, 2014**.
2. I estimate, based on a contract signature before **July 15th 2012**, to be able to deliver the ferry during the _____ Quarter of 2014.

Name of the Supplier

Address

Signature: _____

Date: _____

CONSTRUCTION OF A FERRY – MATANE-BAIE-COMEAU-GODBOUT (MBCG)

INSTRUCTIONS TO SUPPLIERS – Presentation of the Price Offer

The following is intended to standardize the presentation of the Price Offer to ensure simplicity and effectiveness and to assist the Suppliers in the preparation of their documents.

1 DEFINITION OF TERMS

1.1 Condition of Compliance

Condition specified in the document “Instructions to Suppliers” for which a lack of compliance automatically renders the tender null and void. A condition of non-compliance automatically results in the reject of a tender.

1.2 Contract

The binding agreement signed by the parties which contain the legal and technical provisions regulating the Matane / Baie-Comeau / Godbout new ferry construction project, as described in the Request for Price Offer (RPO). The Appendixes A to K are an integral part of the Contract.

1.3 Establishment

A place where the Supplier permanently carries out its activities, clearly identified by the Supplier’s name and accessible during regular business hours.

1.4 Price Offer (PO)

Suppliers who have successfully passed the Quality Evaluation process of the RFPQ are invited by the STQ to participate in the Request for Price Offer (RPO) process. The RPO process is conducted with the specific intent to receive a bid by a Supplier with a view to obtaining a Contract and in which a fixed price, a unit price, a rate, a percentage or a combination thereof is submitted.

Without limiting the generality of the foregoing, the PO includes: the Quotation Form, the Price Schedule, the List of addenda Form, the Bid Bond, the Absence of establishment in Québec Form and the declaration of Canadian Content.

1.5 Reference Data

Reference Data are a set of documents that are not legally binding but serve the purpose of informing the Supplier about the initial steps taken in the project during the earlier stage of its development.

1.6 Request for Pre-Qualification (RFPQ)

Designates all the documents used to qualify a Supplier for the pre qualification process.

The RFPQ is considered to be the first step in the tendering process and covers the Quality Evaluation of said process. It contains all the pertinent information required from a Supplier to be prequalified to submit a price offer.

Without limiting the generality of the foregoing, the RFPQ documents include: the Questionnaire, the Evaluation Grid, the Instructions to Suppliers (RFPQ) and, if any, the addendum.

1.7 Request for Price Offer (RPO)

The RPO is the process leading to the deposit of a PO and follows the RFPQ process. It is the last step prior to the contract award process. Upon completion of the RPO process, the STQ will be able to determine which Supplier has the lowest adjusted price for contract award purpose.

1.8 Specifications and Contract Plans

Specifications and Contract Plans are a set of documents that are legally binding and constitute respectively Appendixes C and D of the Contract.

1.9 STQ

The Société des traversiers du Québec

1.10 Supplier

A legal person established for a for-profit private interest, a public company, a publicly traded company, a listed company, a general partnership, a limited partnership, a limited partnership with share capital, a sole proprietorship presenting a tender for the actual project.

1.11 Tender

In this instance, a Tender is to be considered as all the documentation deposited by the Supplier in its answer to the RFPQ and RPO processes. Are also included as part of the Tender, the Contract and its Appendices.

2 GENERAL INFORMATION

- 2.1 The STQ is a public corporation of the Government of Québec in Canada. In order to conduct this project the STQ had to go through a rigorous process of evaluation to comply with the requirements of the governmental policy for major projects. STQ has gone through a business case analysis which has been reviewed and approved by the appropriate governmental authorities. Consequently, the governmental funds have been allocated for this project.

In addition, the STQ has received governmental approval through a decree (513-2011) to conduct a foreign call for tender process for the construction of a new ferry for its crossing at Matane/Baie-Comeau/Godbout.

- 2.2 In order to ensure transparency and equity in the treatment of every supplier, it is required that all questions and or requests pertaining to the RPO documents' conditions and requirements be submitted to the STQ in writing during the RPO process. In this manner, the STQ will be able to address all questions and provide answers accordingly. Should an answer modify the conditions or requirements of the RPO documents, all suppliers will be informed accordingly.

The STQ will not accept POs that are not compliant to the actual process and/or for which the Supplier fails to be in compliance with the requirements of the RPO process.

- 2.3 It should be noted that a preferential margin will be attributed to the Supplier who commits to the use of Canadian Content for the construction of the ferry (art. 9.2.2). The formula to calculate the value of the preferential margin is detailed in the "Declaration of Canadian Content". The maximum value that will be given to this preferential margin is 5%.
- 2.4 Import duties do not apply in Canada for ships that are longer than 129 meters. Since the ship to be built will exceed this length, import duties are not applicable.

3 STQ REPRESENTATIVE

- 3.1 To ensure fluidity in the RPO process, the STQ has appointed Mr. _____, Supply and Contract Manager as its representative. The role of the STQ representative is to ensure transparency and equity in the tender process as well as ensuring that all questions raised by the suppliers are properly addressed.
- 3.2 All communications shall be addressed in writing to the STQ's representative using the following point of contact information:

Société des Traversiers du Québec

4 PERIOD OF VALIDITY OF THE PRICE OFFER

The price offer as well as all documents listed as required in the list of documents for its deposit must be valid for a period of sixty (60) days following the deadline for the deposit.

5 ACCESS TO AND EXAMINATION OF THE RPO DOCUMENTS

- 5.1 Every Supplier who has reached a passing mark following the RFPQ process will be given access to a server database where all the documentation required for the RPO process will be available until the deadline for the deposit of the price offers.
- 5.2 The Supplier must make sure that he has access to all RPO documents listed in the "List of documents – Request for Price Offer". Unless the Supplier gives notice to the contrary before

the deadline for receiving price offers, he will be presumed to have received all such documents.

- 5.3 The Supplier must carefully examine the RPO documents, and it is his responsibility to be informed as to the purpose and requirements of such documents.
- 5.4 By submitting an answer to the RPO, the Supplier acknowledges having read the RPO documents and accepts their clauses, obligations and conditions.
- 5.5 A Supplier who wishes to obtain additional information, who finds ambiguities, omissions or contradictions or who has doubts as to the meaning of the contents of the RPO documents must submit its questions in writing to the STQ's representative at least ten (10) days before the deadline for the deposit of the PO.
- 5.6 All questions will be registered in the server's database in an anonymous manner and all answers will be registered in as well.
- 5.7 Where the information requested or the questions raised concern something significant or likely to have an impact on the presentation of the PO, the STQ's Representative will send all the required information, by means of an addendum uploaded to the server database and notify all participating shipyards that a document has been uploaded.
- 5.8 STQ reserves the right to make changes to the RPO documents before the deadline for their deposit. Such changes shall become an integral part of the RPO documents and will be sent through the tender server, by means of an addendum to all the Suppliers.

6 PREPARATION AND DEPOSIT OF THE PRICE OFFER (PO)

- 6.1 The PO must be deposited in a hard copy format and in a sealed envelope. **Electronic versions of the PO will not be accepted and cannot replace an original hard copy.**
- 6.2 The PO must be received before **14:00 (EST) (UTC -5), on June 15th 2012**, and sent to the attention of _____, at the following address:

Société des traversiers du Québec
Service des approvisionnements
250, rue Saint-Paul
Québec (Qc), Canada G1K 9K9

The PO must be clearly identified with the following information:

- the Supplier's name and address;
- the addressee's name and address;
- the mention "Price Offer";
- the title "Construction of a Ferry – MBCG" and number "1411-02-0028".

6.3 Presentation Rules

- 1) The PO is constituted of all the documents expressly required, as presented in the “List of documents – Request for Price Offer”.
- 2) The PO must be submitted in English.
- 3) The text must be presented on 8 ½ inch × 11 inch or A4 size

6.4 The prices quoted must be expressed in Canadian dollars.

6.5 The price presented on the Quotation Form must be global and must represent the Supplier's undertaking to fully complete the Contract scope of work for a fixed-price amount. Any addition or change that may limit the scope of such undertaking will result in the rejection of the Tender.

6.6 In conformity with the Price Schedule, the Supplier must indicate the unit prices and the hourly rate for the project.

6.7 Each price from item 1 to 4 of the Price Schedule must be added together to obtain a single, global price for the purpose of determining the lowest adjusted price. The Global Price on the “Price Schedule” form must be reflected identically on the “Quotation” form.

6.8 The Global Price must include all the costs notably, cost of labour, sub-contracting, material and equipment required to carry out the contract as well as travelling costs, expenses, overhead, administration costs, fringe benefits, profits and all other indirect costs related to the contract and, where applicable, the costs and fees for customs, permits, licenses and insurance.

6.9 Québec sales tax (QST) and the federal goods and services tax (GST) must not be included in the Global Price since the designated goods and services acquired under the contract are required by the STQ for its own use and paid for with public funds. Consequently, they are not subject to Québec sales tax (QST) or the federal goods and services tax (GST).

7 WITHDRAWAL OF A PRICE OFFER

7.1 A Supplier may withdraw its PO in person or by registered letter at any time before the deadline for submission of the PO without thereby alienating the right to present another tender within the set period.

7.2 In the event of such request, the Supplier must directly contact STQ's representative in order to coordinate the withdrawal/replacement of the PO.

8 CONDITIONS OF COMPLIANCE OF THE PO

8.1 Deadline for the deposit of the PO

The PO must be delivered in an original paper version only to the address given in article 6.2 no later than 14:00 EST (UTC -5) on June 15th 2012.

- 8.2 Should a PO be transmitted electronically prior to the deposit deadline or in lieu of an original paper version, the Supplier's PO shall be considered non-compliant rendering his Tender null and void.
- 8.3 The Supplier must enclose the following documents (completed and signed) with the PO:
- A. the Quotation;
 - B. the Bid Bond;
 - C. Confirmation Letter of an Eligible Refund Guarantee Issuer(art. 11.1);
 - D. Confirmation Letter of an Eligible Surety Provider (art. 11.2)
 - E. the Price Schedule;
 - F. the Declaration of Canadian Content form;
 - G. the List of addenda form duly filled in;
 - H. the Absence of Establishment in Québec form;
 - I. Letter confirming the respect of the delivery deadline (art. 12);

Note that the documents listed above must be those of the STQ or contain the same information and be duly completed and signed by an authorized person.

- 8.4 **Should any of the conditions listed in articles 8.1, 8.2 and 8.3 not be respected or omitted, the Supplier's tender will be considered as being non-compliant rendering his tender null and void.**

9 METHOD OF EVALUATION/EVALUATION GRID

As previously explained in the "Instructions to Suppliers – RFPQ", the evaluation grid is comprised of two distinct portions: Quality and Price.

9.1 Quality (**Now completed**)

The first portion of the evaluation process has been completed by the STQ's Selection Committee and pertained to the evaluation of the quality of the information presented by each Supplier in its answer to the RFPQ process.

This portion of the evaluation is reflected in Part 1 of the Evaluation Grid.

To reach a passing mark, a Supplier had to obtain a final mark of at least 70% and there were no exclusionary criterions.

Note: Because the evaluation of the quality has an impact on the price evaluation, detailed marks pertaining to the quality will be provided to all suppliers once the contract award process is completed.

At this stage of the process, the evaluation grid is now looking as follows for each Supplier:

EXAMPLE OF EVALUATION GRID: TENDER DEMONSTRATING QUALITY FOR A CONTRACT AWARD BASED ON THE
LOWEST ADJUSTED PRICE

PART 1										
EVALUATION OF QUALITY			Supplier A		Supplier B		Supplier C		Supplier D	
CRITERIA	Criteria Weight (W) (0 to 100%)		Result Obtained (R) (0 to 100)	Weighted Result (W x R)	Result Obtained (R) (0 to 100)	Weighted Result (W x R)	Result Obtained (R) (0 to 100)	Weighted Result (W x R)	Result Obtained (R) (0 to 100)	Weighted Result (W x R)
Company Information	5%		100	5.00	70	3.50	70	3.50	50	2.50
Project Staff and Design Capability	9%		100	9.00	70	6.30	70	6.30	50	4.50
Drawing Office Facilities/Capability	9%		100	9.00	70	6.30	70	6.30	50	4.50
Model Tests	9%		100	9.00	70	6.30	70	6.30	50	4.50
References	20%		100	20.00	70	14.00	70	14.00	50	10.00
Production Management	9%		100	9.00	70	6.30	70	6.30	50	4.50
Facilities	5%		100	5.00	70	3.50	70	3.50	50	2.50
Capacity	10%		100	10.00	70	7.00	70	7.00	50	5.00
Quality Control	9%		100	9.00	70	6.30	70	6.30	50	4.50
Legal and Financial Information	15%		100	15.00	70	10.50	70	10.50	50	7.50
FINAL RESULT FOR QUALITY (Sum of the weighted results)	100%		100 / 100		70 / 100		70 / 100		50 / 100	

9.2 Price (Current RPO Process)

The suppliers who have reached an overall passing mark of 70% and above are invited to present a Price Offer.

The submitted price will be adjusted by two (2) factors which are the **Quality Adjustment Factor** and the **Canadian Content Percentage**.

9.2.1 Quality Adjustment Factor

Takes into account the mark received for the Quality at the end of the RFPQ Process and the value of the factor K and gives a **Preliminary Adjusted Price**.

Factor K

The factor K appears in the Evaluation Grid and is used in the determination of the Quality Adjustment Factor. It represents the value that the STQ is willing to accept to go from a 70-point Tender to a 100-point Tender, for all the criteria.

For this call for tender, the value of the factor K has been fixed at 15%.

PART 2					
EVALUATION OF PRICES		Supplier A	Supplier B	Supplier C	Supplier D
Price Submitted (acceptable tenders only)		\$825,000	\$1,000,000	\$700,000	N/A
1	Quality Adjustment Factor : $1 + \frac{K (\text{Final result for quality} - 70)}{30}$	$1 + \frac{15\% (100 - 70)}{30} = 1.15$	$1 + \frac{15\% (70 - 70)}{30} = 1.00$	$1 + \frac{15\% (70 - 70)}{30} = 1.00$	N/A
2	Preliminary Adjusted Price : Price submitted ÷ Quality adjustment factor	\$717,391	\$1,000,000	\$700,000	N/A
3	Canadian Content Percentage : (Total Price of Canadian Content ÷ Price Submitted) / 12 = ___% (max. of 5%)				
3	Final Adjusted Price : Preliminary Adjusted Price * (1 – Canadian Content Percentage)				
LOWEST ADJUSTED PRICE (FOR AWARD PURPOSES ONLY)					

In the above example, Supplier C represents the lowest **Preliminary Adjusted Price** but the **Canadian Content Percentage** has yet to be taken into account.

9.2.2 Canadian Content

The Government of Québec has decreed that it will allow a preferential margin in its evaluation process to a supplier who commits to the use of Canadian Content in the construction of the ferry.

The Canadian Content will be taken into account in the evaluation process to determine the award of the contract. A preferential margin can be awarded to the suppliers who use Canadian content up to a maximum of 5%.

The Canadian Content is not a requirement for the Tender. It is strictly a preferential margin that will affect the evaluation of prices to determine which supplier will be awarded the contract (i.e. lowest Final Adjusted Price).

To be considered “Canadian Content”, the supplier must complete the appropriate appendix (Declaration of Canadian Content). The supplier must fill the pertaining appendix with the different portion of the ferry which will be of Canadian content and their relevant prices. The supplier who will be awarded the contract will have to present proof of the Canadian Content amount achieved during the Contract.

To be considered as a proof of Canadian Content, the supplier will have to provide copies of invoices identifying a Canadian company with a Canadian address.

The formula to be used is found in the Evaluation Grid and reflects the following:

$$\text{Preferential Margin (\%)} = \frac{\text{Price of Canadian Content}}{\text{Price submitted}}$$

12

Once the **Preliminary Adjusted Price** is determined, the **Canadian Content Percentage** is then affected against the price to give the **Final Adjusted Price**.

The contract will be awarded to the supplier who has the lowest **Final Adjusted Price**.

PART 2					
EVALUATION OF PRICES		Supplier A	Supplier B	Supplier C	Supplier D
Price Submitted (acceptable tenders only)		\$825,000	\$1,000,000	\$700,000	N/A
1	Quality Adjustment Factor : $1 + \frac{K \text{ (Final result for quality – 70)}}{30}$	$1 + \frac{15\% (100 - 70)}{30} = 1.15$	$1 + \frac{15\% (70 - 70)}{30} = 1.00$	$1 + \frac{15\% (70 - 70)}{30} = 1.00$	N/A
2	Preliminary Adjusted Price : Price submitted ÷ Quality adjustment factor	\$717,391	\$1,000,000	\$700,000	N/A
3	Canadian Content Percentage : (Total Price of Canadian Content ÷ Price Submitted) / 12 = __% (max. of 5%)	$\frac{(600,000 \div 1,000,000)}{12}$ = 0.05 or 5%	$\frac{(600,000 \div 1,000,000)}{12}$ = 0.05 or 5%	$\frac{(0 \div 1,000,000)}{12}$ = 0.0 or 0%	N/A
3	Final Adjusted Price : Preliminary Adjusted Price * (1 – Canadian Content Percentage)	\$681,521	\$1,000,000 * (1-0.05) = \$950,000	\$700,000	N/A
LOWEST ADJUSTED PRICE (FOR AWARD PURPOSES ONLY)		\$681,521	\$950,000	\$700,000	N/A

In the above example, the lowest adjusted price belongs to Supplier A with which a contract would be signed for a value of **\$825,000** (Submitted price).

10 REFERENCE DATA vs SPECIFICATIONS AND CONTRACT PLANS

10.1 SPECIFICATIONS AND CONTRACT PLANS

Specifications and Contract Plans are a set of documents that are legally binding. They contain the terminology **STQ** in their identification.

The Specifications are constituted of the following documents:

- MBCG-001-**STQ**-018-(AN)
- MBCG-001-**STQ**-018-(AN)(ANNEX 1)
- MBCG-001-**STQ**-018-(AN)(ANNEX 2)
- MBCG-001-**STQ**-018-(AN)(ANNEX 3)
- MBCG-001-**STQ**-018-(AN)(ANNEX 4)
- MBCG-001-**STQ**-018-(AN)(ANNEX 5)
- MBCG-001-**STQ**-018-(AN)(ANNEX 6)
- MBCG-001-**STQ**-018-(AN)(ANNEX 8)
- MBCG-001-**STQ**-018-(AN)(ANNEX 9)
- MBCG-001-**STQ**-018-(AN)(ANNEXE 7)(FR)

The Contract Plans are constituted of the following documents:

- MBCG-001-**STQ**-019 (1 of 4)
- MBCG-001-**STQ**-019 (2 of 4)
- MBCG-001-**STQ**-019 (3 of 4)
- MBCG-001-**STQ**-019 (4 of 4)
- MBCG-508-**STQ**-003

The main characteristics of the ships or its performance have not been validated. It is therefore the responsibility of the Supplier to assess such impact and to prepare its offer accordingly.

10.2 REFERENCE DATA

In order to define the main characteristics of the ship needed to satisfy the operational requirements of the Matane / Baie-Comeau / Godbout service, the STQ has mandated the consortium Navtech-Deltamarin to prepare certain technical documents and studies.

After the completion of the mandate by Navtech-Deltamarin, the STQ has reviewed the “Reference Data” and determined that certain of the arrangements and other characteristics would not be optimal for its operations.

In that context, the STQ has introduced certain modifications to the Reference Data, which are now reflected in the Specifications and Contract Plans.

The Reference Data are provided to the Suppliers **for information only**. They contain the terminology **NTD** in their identification.

STQ decline all responsibilities as to the accuracy, completeness or quality of the information provided regarding the Reference Data.

The Reference Data are constituted of the following documents:

- MBCG-001-**NTD**-010-AN
- MBCG-001-**NTD**-011-AN
- MBCG-001-**NTD**-015-AN

- MBCG-001-**NTD**-017-AN
- MBCG-001-**NTD**-019
- MBCG-101-**NTD**-005
- MBCG-101-**NTD**-006-AN
- MBCG-101-**NTD**-007-AN
- MBCG-230-**NTD**-001
- MBCG-233-**NTD**-001
- MBCG-233-**NTD**-002
- MBCG-237-**NTD**-001
- MBCG-237-**NTD**-002
- MBCG-237-**NTD**-003
- MBCG-238-**NTD**-001
- MBCG-238-**NTD**-002
- MBCG-240-**NTD**-001
- MBCG-363-**NTD**-003-AN
- MBCG-363-**NTD**-004
- MBCG-501-**NTD**-004
- MBCG-501-**NTD**-005-AN
- MBCG-501-**NTD**-006
- MBCG-503-**NTD**-002
- MBCG-505-**NTD**-002-AN
- MBCG-508-**NTD**-003
- MBCG-509-**NTD**-003
- MBCG-509-**NTD**-004
- MBCG-509-**NTD**-005
- MBCG-630-**NTD**-001-AN
- MBCG-630-**NTD**-002
- MBCG-630-**NTD**-003
- MBCG-630-**NTD**-004-AN
- MBCG-635-**NTD**-001
- MBCG-641-**NTD**-001

11 CONFIRMATION LETTER – REFUND GUARANTEE AND PERFORMANCE BOND

- 11.1 Refund Guarantee: Suppliers must deposit with their PO a letter signed by their Eligible Refund Guarantee Issuer confirming its capacity and intention to provide the applicable guarantee should the Supplier be awarded the Contract. The Eligible Refund Guarantee Issuer shall have a minimum credit rating of A+ (equivalent to A1) recognized by at least two rating agencies (Moody's, Standard & Poors, Fitch, DBRS).
- 11.2 Form of Performance Bond: Suppliers must deposit with their PO a signed letter provided by an Eligible Surety Provider confirming its capacity and intention to provide the applicable surety should the Supplier be awarded the Contract. The Eligible Surety Provider shall have a minimum rating of A+ as established by A.M. Best Company.

12 LETTER CONFIRMING THE RESPECT OF THE FERRY DELIVERY DEADLINE

In order to ensure equity in the treatment of tenders, Suppliers are required to deposit with their PO a Confirmation Letter to the effect that they will respect the deadline for the delivery of the ferry.

In addition, Suppliers are required to provide an estimation of the quarter of the year they expect to be able to deliver the ferry.

13 BID BOND

A Bid Bond representing a value of 1% of the Global Price must be deposited with the PO. A model has been provided by the STQ. Suppliers are required to provide with their PO a Bid Bond form containing the same provisions as set in the model. The Bid Bond must be valid for a period of sixty (60) days following the official date for the deposit of the price offer.

14 REFUND GUARANTEE, PERFORMANCE BOND

The Supplier who will obtain the lowest Final Adjusted Price will be required to provide both a Refund Guarantee and a Performance Bond. Models of both documents have been provided by the STQ. The Supplier who will be awarded the contract will have to provide both documents with the same provisions as set in the models.

14.1 Refund Guarantee : A refund guarantee equivalent to the amount payable by the STQ as per the Contract's payment terms shall be provided by the Supplier to the STQ.

14.2 Performance Bond : A performance bond equivalent to 5% of the Contract price shall be provided by the Supplier to the STQ.

15 PROJECT SCHEDULE

The Supplier who will be awarded the Contract will be required to provide a Project Schedule which will contain as a minimum, the dates for the instalments as defined in article 6 of the Contract.

16 SUPPORT TO THE STQ

The following articles will be required of the Supplier who is awarded the contract but must be taken into account in the calculation of the PO.

16.1 OWNER'S ALLOWANCE

An owner's allowance provision will be put in place upon the Contract signature for the STQ's usage throughout the Contract period. This allowance will cover different requirements and its value will be determined prior to the contract signature.

Upon the STQ's request, the Supplier shall place a purchase order to the STQ identified service provider (or will seek for competitive bids, as the case may be) to cover the scope of

work defined by the STQ. At completion of the work (or progressively, as applicable) the STQ will approve the third party service provider invoices and submit them to the Supplier for payment. The Supplier shall maintain a register of all purchase orders and costs incurred/paid for individual third party service providers.

In the event that the Owner's Allowance is spent before the end the Contract, a Change Request will be signed by the parties to increase the amount of the additional Owner's costs. Such Owner's costs increase shall be payable pursuant to article 6.2 of the Contract.

In the event that, at the end of the contract, there is an unspent amount of Owner's Allowance, an adjustment will be made accordingly against the last payable payment term.

16.2 ACCOMODATION

In addition to the above, the Supplier shall provide, for the duration of the contract, a complete furnished housing for 3 to 5 persons (or equivalent approved by the STQ) with all services and facilities including (e.g: 5 Mbits high speed internet, cleaning and maintenance services, car parking, kitchen appliances and cooking equipment's, beddings, etc).

The housing shall be located within a reasonable distance from the shipyard, in a quiet environment, and not too far from the city. The quality level of the housing shall be at least equivalent to a three (3) stars hotel.

The Supplier should propose up to three (3) places for STQ approval.

All accommodation fees shall be at the Supplier's expense.

16.3 VEHICULE

In addition to the above, the Supplier shall provide, for the duration of the contract, a standard type car (or equivalent) with standard features and unlimited mileage. Except for the fuel consumption, all expenses shall be the Supplier's responsibility (e.g: Maintenance, insurances, repairs, ...).

16.4 ADMINISTRATIVE ASSISTANT

Lastly, the Supplier shall provide for the duration of the contract a full-time qualified administrative assistant who will be available at the STQ's local office at the shipyard and for the STQ's personnel.

The Supplier should propose up to three (3) persons for STQ approval.

All of the fees shall be at the Supplier's expenses.

GENERAL INFORMATION

Project Title Construction of a Ferry - MBCG

1.1 CONTEXT FOR CARRYING OUT THE CONTRACT WORK

1.1.1 Client's Organizational Framework

The Société des traversiers du Québec (STQ) is a public corporation under the authority of the Québec Minister of Transport. The STQ's mission is to contribute to the mobility of people and merchandise by providing maritime transportation services that are of high quality, safe and dependable, thereby facilitating Québec's social, economic and tourism growth. Its head office is located at 250, rue Saint-Paul, Québec.

The STQ is responsible for the following ferries and services:

1. Sorel-Tracy–Saint-Ignace-de-Loyola;
2. Québec–Lévis;
3. L'Isle-aux-Grues–Montmagny;
4. L'Isle-aux-Coudres–Saint-Joseph-de-la-Rive;
5. Rivière-du-Loup–Saint-Siméon;
6. Tadoussac–Baie-Sainte-Catherine;
7. **Matane–Baie-Comeau / Matane–Godbout;**
8. Entry Island–Cap-aux-Meules;
9. Isle-Verte–Notre-Dame-des-Sept-Douleurs;
10. Ferry service for people and merchandise for the town of Saint-Augustin on the Basse-Côte-Nord;
11. Liner circuit service for the Île d'Anticosti and the Basse-Côte-Nord;
12. Ferry service for people and merchandise and cruise service between Montréal, Chandler and the Îles-de-la-Madeleine (CTMA);
13. Ferry service for people and merchandise serving the localities of Chevery and Harrington Harbour.



1.1.2 Administrative Structure of the Unit Responsible for the Contract

The STQ's Project Management Office (PMO) is responsible for the execution of the new ship construction contracts, under the management of Msc.

The Project Manager responsible for the execution of the Contract will be PMP.

1.1.3 Situation

The N.M. Camille Marcoux is a 35 year-old ship which, in 2016, will no longer meet the new Transport Canada standards (TP-10943) in terms of post-damage stability. In addition, the current configuration of its narrow loading deck makes loading and unloading maneuvers difficult. This situation reduces the safety of passengers/drivers who are required to drive within these narrow zones. Also, considering the age of some of the equipment, it is becoming challenging to find compatible spare parts.

The solution is to build an Ice Class ferry having a greater vehicle capacity (180 vehicle equivalent unit (VEU)), as well as higher pay load and cruise speed.

She will sail without any restrictions regarding the following types of transportation: passenger, merchandise, automobiles and utility vehicles, heavy vehicles, machinery but with restrictions concerning hazardous materials.

1.1.4 Preliminary Concept

In order to develop the preliminary ship concept the STQ conducted a Call for Tenders in the fall of 2009 to secure the services of a naval architecture firm.

The Navtech/Deltamarin consortium was selected as the naval architecture firm. Within the framework of its mandate, the consortium produced a preliminary concept which was later modified by the STQ in order to better suit its operational requirements.

The preliminary concept as modified by the STQ is described within the Specifications and Contract Plans and can be found in the Contract Appendixes, which are joined to the current Request for Price Offer (RPO) documents.

1.1.5 Purpose of the Contract

The STQ must secure the availability of and sign a contract with a reliable shipyard to build such new ferry, which is detailed below.

1.1.6 Structure of realization

A) SOCIÉTÉ DES TRAVERSIERS DU QUÉBEC

The Project Management Office (PMO)

To ensure the realization of this large-scale project, the Société des traversiers du Québec (STQ) created a project management office.

Main Responsibilities of the Project Management Office Representatives

Shore Facilities and Fleet Manager

The Shore Facilities and Fleet Manager plans, organizes, coordinates and controls the Shore Facilities and Fleet Management department.

The Shore Facilities and Fleet Management department is responsible for the engineering services (fixed assets), the maritime services (fleet) as well as the project management office (responsible for major projects including the construction of new ferries and the required land structures modifications that ensue).

Project Management Office Manager (PMO)

The PMO Manager ensures the availability and coordination of the internal and external resources that are appointed to the different projects. He is responsible for project follow-up on the building site during the execution of the project. He acts as a maritime construction expert for the project managers while the construction is conducted. If need be, he may stand in for the project managers as required.

STQ Project Comptroller

The Project Comptroller exerts a permanent control on budgets, timelines, documentation and processes that have been put in place by the PMO throughout the different phases of the project. He elaborates budget planning and puts in place performance indicators and control measures. Finally, as the person who manages the configuration, project documentation and collaborative tool for project management, he provides assistance in order to optimally use the project management methodology.

STQ Project Manager

The STQ Project Manager manages the project and all the purchase process steps, from the naval architecture Call for Tenders to the launching of the ship, including the monitoring of the ship construction on the building site. The main tasks of the project manager are the following:

- Coordination of all the project related activities while following the procedures in place;
- Acts as a representative to the STQ when in relation with the shipbuilder, the classification organization or the Suppliers;
- Manages budgets, timelines, risks, suppliers and scope of the projects;
- Ensures that standards are complied with and that a proper methodology is used in order to produce quality documentation.
- Maintains efficient communications with the PMO Manager and other STQ authorities as required concerning the advancement of the project.

In addition, the Project Manager uses sound management tools and methods allowing him to monitor and control the different phases of a project that are: initiation, planning, execution, control and closing.

B) SUPPLIER

Supplier's Representative

The supplier must assign a project manager that will act as its representative for all interventions related to the execution of the contract.

The main tasks of this project manager will be the following:

- Coordination of all projects activities;
- Act as the supplier's representative when in relation with the STQ,;
- Manage budgets, timelines, risks and scope of the project;
- Ensure that standards are complied with and that a proper methodology is used in order to assure the quality of the deliverables;
- Maintain regular communications concerning the advancement of the project as defined in the Specifications.

1.2 PROJECT OVERVIEW

1.2.1 Purpose

The project consists in the design, construction and delivery of a passenger ferry based on a **fixed-price**, pursuant to the terms of the Contract and its Appendices.

1.2.2 Project Steps and Work Calendar

Opening of bids: June 15th, 2012

Awarding of the Contract: July 15th, 2012

Delivery of the ferry in Matane, Québec: not later than January 1st, 2015

1.3 DOCUMENTATION AVAILABLE TO THE SUPPLIER

In order to complete the Contract, the STQ can provide, upon request, the following documentation:

- Bathymetry of the waters where maneuvers are conducted including the Matane, Baie-Comeau and Godbout harbor waters;
- Localization plans for the Matane, Baie-Comeau and Godbout jetties and for the bathymetry records;

1.4 STQ PERSONNEL ACCOMODATION

The supplier who will be awarded the contract is required to assist the STQ site team finding suitable living space, transportation and for some legal matters (e.g. visa, working permit, insurance, etc.).

1.5 CONTRACT NEGOTIATION

Contract negotiation with the selected Supplier will be performed in Québec City, Canada.

DECLARATION OF CANADIAN CONTENT

The undersigned supplier representative hereby declares that it will abide by the following Canadian content statement.

Canadian Content:

Elements	Cost \$	Percentage of Ferry Total Cost
Canadian Materials *		
1-		
2-		
3-		
4-		
5-		
6-		
Canadian Content's Total Cost		
Ferry Total Cost		100 %

* Outline the main materials with the targeted suppliers. If required due to a lack of space, an additional chart can be added to the declaration of Canadian content providing the same information.

Calculation of the preferential margin:

$$\frac{(\text{Canadian Content's Total Cost} / \text{Ferry Total Cost})}{12} = \text{___ \% (max 5\%)}$$

We hereby accept that the STQ verifies the information mentioned above and that our tender be rejected if it is proven that the information provided is inaccurate.

Signature: _____

Date: _____

NOTES:

1. The Canadian Content statements from the suppliers must be attached to this annex. By statement we refer to an agreement between the Shipyard and the supplier which indicates the supplier's willingness to enter into a contractual agreement in order to provide the goods and/or the services, along with the estimated Canadian value.
2. The maximum given to the preferential margin is **5%**.
3. Suppliers who elect to declare Canadian Content should be aware of article 11.2 of the Contract.
4. Should a Supplier decide not to present any Canadian Content with his Price Offer, it is still required that the Canadian Content form be signed and returned.

FORM OF BID BOND

[Name of bank or other institution acceptable to the STQ]

Dear Sirs,

Our guarantee reference number: [XXXXXX]

We understand that [insert name and address of bidder] (the "Applicant") is tendering (the "Tender") for the provision of "Construction of a ferry – MBCG" under your invitation to tender number 1411-02-0038 and that a bid bond or bank guarantee is required for a value of 1.0% (Can \$) of the bidding price.

We,[insert name and address of bank or other Institution] acting through our office at [insert address](the "Office") hereby guarantee to pay to you on first written demand a sum representing the amount corresponding to the difference between the amount of the Tender and the amount of any tender subsequently accepted by you in the event of your awarding the relative contract to the Applicant and of its failing to sign the contract in the terms of its Tender within 15 days after the Applicant has been notified of the acceptance of the Tender or of its failing to provide the Performance Bond, the Refund Guarantee, the Warranty and Insurance Policy, the Builder's Risk, the Builder's Resolution and the Project Schedule within this timeframe.

This guarantee shall come into force at 14:00 hours EST on [DD/MM/2012] being the closing time and date for the submission of the Tender, and will expire at 14:00 hours EST on [DD/MM/2012] ("expiry") unless any demand has been made hereunder prior to that date.

Our liability is limited to the sum of [Can \$xxx] and your demand hereunder must be received in writing at the Office by post, courier or by fax before expiry accompanied by your statement, bearing the handwritten signature of the STQ's Supply and Contract Manager, that the Applicant has been awarded the relative contract and has failed to sign the contract awarded in the terms of its tender or has failed to provide the Performance Bond, the Refund Guarantee, the Warranty and Insurance Policy, the Builder's Risk, the Builder's Resolution and the Project Schedule within the allocated deadline and accordingly you are entitled to make a demand under this guarantee for the amount set out in your demand. Such demand and statement shall be accepted as conclusive evidence (and admissible as such that the amount claimed is due to you under this guarantee.)

Upon expiry this guarantee shall become null and void, whether returned to us for cancellation or not and any demand received after expiry shall be ineffective.

This guarantee is personal to yourselves and is not transferable or assignable.

This guarantee shall be governed by and construed in accordance with the Laws of England and shall be subject to the jurisdiction of the English Courts.

ABSENCE OF ESTABLISHMENT IN QUÉBEC

TITLE: CONSTRUCTION OF A FERRY - MBCG

NUMBER: 1411-02-0028

Every Supplier having an establishment in Québec must send to the STQ, with its Tender, a Certificate issued by the Québec Ministère du Revenu within 90 days prior to the deadline for receiving Tenders.

Every Supplier not having an establishment in Québec where it carries out its activities in a permanent manner, clearly identified by the Supplier's name and accessible during regular business hours must complete and sign this form and enclose it with the Tender.

I THE UNDERSIGNED _____,
(NAME AND TITLE OF THE PERSON AUTHORIZED BY THE SUPPLIER)

IN PRESENTING THE ENCLOSED TENDER TO THE SOCIÉTÉ DES TRAVERSISERS DU QUÉBEC I DO HEREBY CERTIFY THAT THE FOLLOWING DECLARATIONS ARE COMPLETE AND EXACT.

ON BEHALF OF: _____,
(SUPPLIER'S NAME)

(HEREINAFTER THE "SUPPLIER"),

I DO HEREBY DECLARE THE FOLLOWING:

1. THE SUPPLIER DOES NOT HAVE ANY ESTABLISHMENT IN QUÉBEC WHERE ACTIVITIES ARE CARRIED OUT IN A PERMANENT MANNER, CLEARLY IDENTIFIED BY THE SUPPLIER'S NAME AND ACCESSIBLE DURING REGULAR BUSINESS HOURS.
2. I HAVE READ AND I UNDERSTAND THE CONTENTS OF THIS DECLARATION.
3. I AM AUTHORIZED BY THE SUPPLIER TO SIGN THIS DECLARATION AND TO PRESENT THE TENDER ON THE SUPPLIER'S BEHALF.
4. I ACKNOWLEDGE THAT THE SUPPLIER WILL BE INELIGIBLE TO PRESENT A TENDER IN THE ABSENCE OF THIS FORM OR THE CERTIFICATE ISSUED BY THE QUÉBEC MINISTÈRE DU REVENU.

AND I HAVE SIGNED, _____
(SIGNATURE) (DATE)