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Cree Nation Government
Gouvernement de la Nation Crie



Capital Works and Services
270 Prince Street, Suite 202
Montreal, Québec H3C 2N3

PAVING OF INTERNAL ROADS PROJECT 16114

LOT 2018-207: OUJE-BOUGOUMOU
LOT 2018-208: WASWANIPI

The Cree Nation Government (the “**CNG**”) is requesting bids for the renovation of road infrastructures and pavement (“**Call for Tenders**”), the whole in compliance with local by-laws, the By-law Concerning the Procedures and Requirements relating to the Calling of Tenders and Awarding of Construction Contracts and the By-law concerning the Regulation of Certain Buildings for the Protection of Public Health and Safety (the “**By-Laws**”) adopted by the CNG pursuant to section 85 of the *Act respecting the Cree Nation Government*. Relevant extracts of the By-Law will be included in the Contract Documents (as defined in section 5 below).

For any queries concerning this Call for Tenders, Bidders (as defined in section 3 below) are invited to contact the responsible at the coordinates listed at section 5.

The CNG is requesting bids from organizations holding all required licences and authorizations to carry out construction activities in Quebec and possessing the capacity to successfully perform the terms and conditions of the contract (the “**Bidders**”). In all cases, the overall contract price, financial stability, experience in performing similar contracts, capabilities and abilities of the concerned Bidder must meet with the approval of the Director of Capital Works and Services.

The Bidders are responsible for the selection of sub-contractors and suppliers, in terms of their solvency and of their bid content. Each Bidder shall indicate in its bid, the names and addresses of proposed sub-contractors and suppliers and a brief description of the work entrusted to them or the materials ordered from them. The Bidders must inform the sub-contractors and suppliers of the conditions of the contract and ensure that they hold the required permits and licenses and meet all other requirements under the contract.

The plans, specifications, contract documents (including the form of contract which shall be based on Canadian Construction Documents Committee (CCDC) documentation) and other information related to this Call for Tenders (the “**Contract Documents**”) may be obtained as of **June 8th, 2018**, electronically, from:

270, Prince Street, suite 202
Montreal, Québec, H3C 2N3
Tel.: 514-861-5837
Fax: 514-395-9099
Email: procurement@cngov.ca

Upon request and at the Bidder's cost, the Contract Documents may be couriered to the Bidder.

The bids shall be delivered in sealed envelopes (one original and two copies) addressed to The Cree Nation Government, no later than **June 22nd, 2018 at 10:00 am** (Eastern time) ("**Closing Date**") at:

Cree Nation Government – Capital Works and Services
 With the mention “Paving of internal roads, Ouje-
Bougoumou and Waswanipi”
 270, Prince Street, suite 202
 Montreal, Québec H3C 2N3

Each bid must include a certified cheque in an amount equivalent to 10% of the value of the bid, made payable to the CNG, or by a bid bond in the same amount and valid for a period of sixty (60) days from the Closing Date. This bid bond shall be exchanged at the signing of the contract for performance bonds for wages.

materials and services, each one corresponding to 50% of the amount of the contract.

7. Validity of Bids

Each bid must remain valid and irrevocable for a period of ninety (90) days from the Closing Date.

8. Commitment

Neither this Call for Tenders nor the Bidders quotations shall constitute a contract with the CNG. A contract may only be executed upon the written acceptance of the bid of a successful Bidder and award of the contract by the Executive Committee of the CNG upon the recommendation of the Director of Capital Works and Services in accordance with the terms of the Contract Documents.

9. Confidential Information

The Contract Documents provided to the Bidder by the CNG are confidential, shall remain the sole property of the CNG and may not be used outside the context of this Call for Tenders without the CNG's prior written consent.

10. Limitation of Liability

The CNG shall not be responsible or held liable for damages, including without limiting the generality of the foregoing, liability for costs of preparing the bid, loss of profit or loss of property, and each Bidder hereby releases, indemnifies and agrees to hold the CNG harmless from any liability arising from the Bidder's submission of a bid in accordance with this Call for Tenders.

11. Discretion

The CNG is not obligated to accept the lowest bid or any other bid received.

12. Cree Contribution

For the purpose of this Call for Tenders, "**Cree Beneficiary**" means a Cree beneficiary under the meaning of the James Bay and Northern Quebec Agreement whose name appears on the beneficiary list maintained by Quebec.

The price of the bid submitted by a Bidder shall, for bid evaluation purposes only, be credited by an amount equal to the total amount of the salaries of Cree Beneficiaries that the Bidder undertakes to employ for the execution of the work pursuant to its bid, up to a maximum credit equal to 10% of the total price of such bid (the "**Cree Credit**"), subject to a holdback equal to 120% of such Cree Credit in order to ensure compliance by the successful Bidder with its undertaking in this regard, the whole as further detailed in the Instructions to Bidders forming part of the Contract Documents.

The total amount of both construction lots considering the applicable Cree Credit (lots 2018-207 AND 2018-208) shall be the basis on which the received bids will be evaluated for attribution purposes.