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CREE NATION GOVERNMENT  
GOVERNEMENT DE LA NATION CRIE

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**Cree Nation Government**  
**Gouvernement de la Nation Crie**

**EEPF/CNG HOUSING UNITS – CHISASIBI / Unités d'habitation Chisasibi**  
**FOR THE CREE NATION GOVERNMENT**



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 sixty (60) 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. Definitions

In this Call for Tenders:

12.1 "Cree Band" means the Cree Nation of Chisasibi, the Whapmagoostui First Nation, the Cree Nation of Wemindji, the Cree Nation of Eastmain, The Crees of the Waskaganish First Nation, the Cree Nation of Nemaska, the Waswanipi Band, and the Cree Nation of Mistissini, respectively constituted as corporations by the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18, as well as the Crees of Oujé-Bougoumou (also known as the "Oujé-Bougoumou Cree Nation") represented by the Oujé-Bougoumou Eenuch Association until such time as the Oujé-Bougoumou Band is constituted as a corporation under the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18, and thereafter the Oujé-Bougoumou Band.

12.2 "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.

12.3 "Cree Contractor" means an entity authorized to carry on construction activities in Quebec, which is accredited by the Director of Capital Works and Services as a *bona fide* Cree contractor and which answers the following minimum criteria:

- a) a corporation i) with more than fifty percent (50%) of the corporation's voting shares beneficially owned by

one (1) or more Cree Beneficiary, Cree Band or Cree Entity and ii) the board of directors of which is comprised by more than fifty percent (50%) of Cree Beneficiaries and iii) which has itself carried out construction projects for a period of at least one (1) year;

- b) a non-profit corporation i) with more than fifth percent (50%) of the members being Cree Beneficiaries, Cree Bands or Cree Entities and ii) the governing body of which is comprised by more than fifty per cent (50%) of Cree Beneficiaries and iii) which has itself carried out construction projects for a period of at least one (1) year;

- c) a sole proprietorship operated by a Cree Beneficiary which has on its own carried out construction projects for a period of at least one (1) year;

- d) a Joint Venture, partnership or other similar arrangement between a Cree Contractor as defined in paragraphs a) to c) above and a third party may qualify as a "Cree Contractor" under the terms of this By-law if it is accredited by the Director of Capital Works and Services as meeting the following criteria:

- i) the Cree Contractor as defined in paragraphs a) to c) above is entitled to receive at least fifty percent (50%) of the profits of the joint venture, partnership or similar arrangement;

- ii) the Cree Contractor as defined in paragraphs a) to c) above invests at least twenty-five percent (25%) of the capital and equipment required by the Joint Venture, partnership or similar arrangement, including working capital;

- iii) Cree Beneficiaries will carry out at least twenty-five percent (25%) of the overall man-hours of the labour required under the contract and a binding undertaking to this effect satisfactory to the Director of Capital Works and Services is entered into by the third party and the Cree Contractor as defined in paragraphs a) to c) above.

12.4 "Cree Entity" means the Grand Council of the Cree (Eeyou Istchee), the CNG (including when acting through the Board of Compensation thereto), the James Bay Eeyou Corporation, the Opimiscow Companee, the Sakami Eeyou Corporation, the Cree Trappers' Association, the Cree Outfitting and Tourism Association, the Cree Native Arts and Crafts Association, the Cree Development Corporation, the Cree villages, a Cree landholding corporation, as well as any other Cree-controlled corporation, enterprise or legal entity referred to in the James Bay and Northern Quebec Agreement or created pursuant to the James Bay and Northern Quebec Agreement.