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



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 2018-203 AND 2018-205) shall be the basis on which the received bids will be evaluated for attribution purposes.