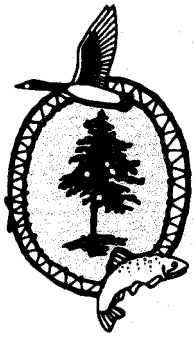


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Grand Council of the Crees (Eeyou Istchee)

Grand Conseil des Cris (Eeyou Istchee)

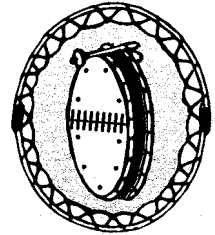


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Cree Nation Government

Gouvernement de la Nation Crie



C.N.G.

G.N.C.

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

CALL FOR TENDERS

ELECTRICITY AND HEATING SYSTEM FOR WHAPMAGOOSTUI'S NEW WAREHOUSE FOR THE CREE NATION GOVERNMENT

Ref #: 2019-T19

1. Object

The Cree Nation Government (the "CNG") is requesting bids for the Electricity and heating system for Whapmagoostui's new warehouse ("Call for Tenders"), the whole in compliance with 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).

2. Queries

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.

3. Bidders

The CNG is requesting bids solely from Cree Contractors (as defined in section 12 below) 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.

4. Sub-Contractors and Suppliers

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.

5. Contract Documents

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 August 15th, 2019, electronically, from:

Cree Nation Government - Capital Works and Services

With the mention « Whapmagoostui's New Warehouse Electricity and Heating System »
700, de la Gauchetiere Ouest Suite 1600
Montreal, Quebec H3B 5M2
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.

6. Submission of Bids

The bids shall be delivered in sealed envelopes (one original and two copies) addressed to The Cree Nation Government, no later than September 5th, 2019 at 02:00 PM (Eastern time) ("Closing Date") at:

Cree Nation Government – Capital Works and Services

With the mention « Whapmagoostui's New Warehouse Electricity and Heating System »

700, de la Gauchetiere Ouest Suite 1600
Montreal, Quebec H3B 5M2
Attn: Capital Works and Services

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 Compane, 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.