



DISTRICT OF KITIMAT PURCHASING DEPARTMENT

206 ENTERPRISE AVENUE, KITIMAT, B.C., V8C 2C7 PH: (250) 632-8925 FAX: (250) 632-4650

INVITATION TO TENDER

Until the time designated in the attached schedule as the "Closing Time", the District of Kitimat will accept Tenders for furnishing to the District of Kitimat, the supplies or services described in the schedules attached hereto at the point or points designated therein. The said Tenders are subject to the Terms and Conditions of the Invitation to Tender, the Schedules, Instructions to Bidders, General Conditions, Specifications and any Special Conditions, Plans or Drawings attached hereto. All of which documents shall be initialed by the Bidder in the spaces provided.

BRUSH CHIPPER 2018

FOR ONE (1) ONLY

DATE OF TENDER: _____.

In compliance with the above Invitation to Tender, the undersigned offers and agrees if this Tender be accepted within 30 calendar days from the date of opening, to furnish or supply to the District of Kitimat, all or any part of the items upon which prices are stated, at the price set opposite each item, delivered to the designated point or points within the time specified in the schedule attached hereto.

COMPANY: _____.

ADDRESS: _____.

CITY: _____.

PROVINCE: _____ . **POSTAL CODE:** _____.

PHONE: _____ . **FAX:** _____.

SIGNATURE: _____ . **TITLE:** _____.

WITNESS(ES): _____.

The Bidder is a company incorporated under the law of _____.



EQUIPMENT OFFERED

It is the intent of the attached specifications to describe the minimum requirements for the equipment listed below, of which one will be purchased if within specifications and terms stated herein. The materials and construction shall be first class, made to withstand the rigours of daily Municipal use. Any omissions from the specifications shall not relieve tenderers from the responsibility of furnishing units that are complete and ready to operate.

Table with 7 columns: ITEM, QTY, DESCRIPTION, MAKE, MODEL, UNIT PRICE, TOTAL. Row 1: (A-1), 1, BRUSH CHIPPER (with sub-points: Minimum Capacity: 10" Diameter, As Per Attached Specifications), blank, blank, \$, \$. Summary rows: SUBTOTAL: \$, ENVIRO LEVIES: \$, GST: \$, PST: \$, TOTAL: \$.



GENERAL CONDITIONS OF TENDER

1. ACCEPTANCE

- 1.1. The right is reserved, as the interest of the Municipality may require, to reject any or all tenders and to waive any minor informality or irregularity in tenders received.
- 1.2. The Municipality reserves the right to accept any quantities less than those specified in the schedules at the prices offered, unless the tenderer specifies otherwise in their tender.
- 1.3. The District of Kitimat reserves the right to award the contract to other than the lowest tender received, following a full value analysis, if it perceives such to be in its best interest.
- 1.4. An acceptance forwarded to the successful tenderer within the time for acceptance specified in the tender results in a binding contract without further action by either party.

2. PRICES

- 2.1. Unit prices shall be shown for each unit on which there is a tender, and shall include all packing, crating, freight, cartage and shipping charges, and cost of unloading supplies at destination unless otherwise stated in this contract by the Municipality.

3. ALTERNATE TENDERS

- 3.1. The specifications describe the supplies which it is felt are necessary to meet the performance requirements of the Municipality. Tenderers desiring to tender on supplies which deviate from these specifications but which they believe to be the equivalent, are requested to submit alternate tenders on the goods which so deviate, however, **ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** All alternate tenders will be given due and utmost consideration. The tender must be accompanied by complete specifications of the supplies offered.

4. SIGNATURES

- 4.1. If an individual is making the tender, they shall print or type their name and address on the tender form and sign the same in the spaces provided. Their signature shall be witnessed and the witness shall give their address.
- 4.2. If a partnership is making the tender, the name and address of the partnership shall be printed or typed on the tender form and the names of all members of the partnership shall be printed or typed in the space provided. The tender shall be signed by one or more of the partners in the following manner: for example, "Smith & Jones by John Jones a partner". The signature or signatures shall be witnessed and the witness or witnesses shall give their address or addresses.

- 4.3. If a company is making the tender, the name of the company and its place of business shall be printed or typed on the tender form and the tender form shall be signed by the person or persons authorized to sign the tender on behalf of the company, indicating the capacity in which they sign: for example, "John Doe Company Ltd., by John Smith, Secretary" or as the case may be.
- 4.4. Tenders signed by an agent must be accompanied by evidence of their authority.
- 4.5. The invitation to tender, conditions, specifications, schedules, and any other documents attached to the tender shall be initialed by the proper signing officer of the tenderer.

5. **TENDERS**

- 5.1. All prices and notations must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the proper signing officer of the tenderer.
- 5.2. No tender, or modification thereof, received after the date and time fixed by the Municipality in the invitation to tender for receiving tenders will be considered.
- 5.3. In the case of mistakes in the extension of prices, unit prices will govern.
- 5.4. Tenders and modifications thereof shall be enclosed in sealed, return addressed envelopes addressed to the Municipal Purchasing Manager, 206 Enterprise Avenue, Kitimat, BC, V8C 2C7 and must be clearly marked "**TENDER FOR: BRUSH CHIPPER 2018**", identifying the content of the tender.
- 5.5. Each tenderer will be given an electronic copy of the tender and shall return one (1) copy as instructed herein.

6. **CONDUCT OF CONTRACT**

- 6.1. The Municipal Purchasing Manager shall have the conduct of the contract.

7. **RESPONSIBILITY FOR SUPPLY**

- 7.1. Except as otherwise provided in this contract, the contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; and the contractor shall bear all risks as to rejected supplies after notice of rejection.

8. **CONTRACTOR'S LIABILITY**

- 8.1. The contractor shall indemnify and save harmless the Municipality and its officers, servants, and agents from and against any and all claims relating to labour and material furnished for the work in connection with this contract and to inventions, copyrights, trademarks or patents and patent rights used or infringed by the contractor in the manufacture or supply of the supplies furnished

thereunder, and from all such claims in the subsequent use and operation thereof after delivery to the Municipality.

- 8.2. The contractor shall be responsible for any and all damages or claims for damages for injuries or accidents done or caused by them or by any of their operations or by their employees or by any plant or machinery used in the performance of the contract, or which may happen by reason thereof or arising from any failure, neglect or omission on their part or on the part of their employees, to do or perform any or all of the several acts or things required to be done by them or them under and by this contract; and covenants and agrees to hold the Municipality harmless and indemnified from and against all such damages and claims for damage.

9. **LIENS**

- 9.1. The contractor, their surety and their respective heirs, executors, administrators, successors and permitted assigns shall fully indemnify the Municipality and all its officers, servants and employees from and against any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Mechanic's Lien Act, or to any attachment for debt, garnishee process or otherwise.

10. **DEFAULT**

- 10.1. The Municipality may, subject to the provisions of article 10.3 below, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances: if the contractor fails to make delivery of the supplies, or to perform the services within the time specified herein or any extension thereof; or if the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of ten (10) days, or such longer period as the Municipal Purchasing Manager may authorize in writing, after receipt of notice from the Municipal Purchasing Manager specifying any such failure.
- 10.2. In the event the Municipality terminates this contract in whole or in part as provided in article 10.1 of this clause, the Municipality may procure, upon such terms and in such manner as the Municipal Purchasing Manager may deem appropriate, supplies or services similar to those so terminated, and the contractor and their surety shall be liable to the Municipality for any excess cost for such similar supplies or services, provided, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- 10.3. The contractor shall not be liable for any excess cost if any failure to perform the contract arises by reason of strikes, lockouts, acts of God or of the public enemy, acts of the Municipality, fire or floods, or defaults of sub-contractors due to any such clauses unless the Municipal Purchasing Manager shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

**11. NOTICES**

- 11.1. Any notice required to be given in this contract shall be deemed to be duly given to the Municipality if sent by registered mail addressed to the Municipal Purchasing Manager at 206 Enterprise Avenue, Kitimat, BC, V8C 2C7 and to the contractor if sent by registered mail addressed to the contractor at the address hereinbefore set forth.

12. DEFINITIONS

- 12.1. The word "Municipality" means the District of Kitimat;
- 12.2. The words "Municipal Purchasing Manager" mean the person for the time being filling the office of Municipal Purchasing Manager for the District of Kitimat, or the person then acting as such;
- 12.3. The word "contract" means and includes the invitation to tender; the schedules; the general conditions; the specifications; the drawings; tender; award; surety bond and all other documents referred to in these general conditions, or attached hereto;
- 12.4. The word "contractor" or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contract, including a corporation;
- 12.5. The word "supplies" means fixtures, chattels, equipment, goods, or other articles or things of whatsoever kind or nature required, intended or contemplated to be supplied and delivered to the Municipality pursuant to this contract.

**INSTRUCTIONS TO TENDERERS****1. CLOSING TIME: 2:00 PM., Tuesday, May 8th, 2018.**

- 1.1. Tenders shall be addressed to the Municipal Purchasing Manager, District of Kitimat, 206 Enterprise Avenue, Kitimat, BC, V8C 2C7. It is the sole responsibility of the tenderer to deliver their tender to the Municipal Purchasing Offices before the closing time.
- 1.2. Tenders must be submitted on the tender form and marked "**TENDER FOR: BRUSH CHIPPER 2018**".
- 1.3. Tenders will be opened in public at 2:00 PM. on the closing date, in the conference room at the Public Works Yard located at 206 Enterprise Avenue, Kitimat, BC.
- 1.4. Response to this tender by fax or email **WILL** be accepted. Please email purchasing@kitimat.ca
- 1.5. Tenders received after the noted due time will not be considered and will be returned unopened.
- 1.6. Any deviations from the specifications shall be separately noted in the space provided on the specification sheets, with the separate information required attached.
- 1.7. Where any of the requirements listed are standard equipment on the particular equipment being tendered, this must be noted by writing "yes" in the column titled –Compliant. **ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.**

2. WITHDRAWAL

- 2.1. Tenders may be withdrawn by written notice only, provided such notice is received at the Municipal Purchasing Offices prior to the time set for the opening of tenders.

**SPECIAL CONDITIONS OF TENDER**

1. The tendered equipment shall be new or near new production models of good commercial quality, treated to resist rust, corrosion and wear encountered in normal municipal works service and shall be complete with all necessary accessories for operation.
2. New equipment will not be accepted until all conditions and tendered specifications have been met.
3. **WARRANTY**
 - 3.1. The District of Kitimat Mechanical Division is to be the warranty servicing agency for all minor warranty repair work. The successful tenderer is to prepare an agreement to cover this condition.
4. **DELIVERY**
 - 4.1. The equipment shall be delivered To the District of Kitimat, Public Works Yard, 206 Enterprise Avenue, Kitimat, BC. Misleading delivery and installation information may affect future tender selection.
5. **PARTS AND SERVICE MANUALS**
 - 5.1. Complete and current service and parts manuals are required for all components for the complete units.



SPECIFICATION SCHEDULE “A” <u>BRUSH CHIPPER</u>	
	<u>SPECIFICATIONS OFFERED</u>
◇ STATE MAKE OF EQUIPMENT:	◇
◇ STATE MODEL OF EQUIPMENT:	◇
◇ STATE MODEL YEAR OF EQUIPMENT:	◇

SPECIFICATION SCHEDULE “A” <u>BRUSH CHIPPER</u>		
<u>MINIMUM SPECIFICATIONS</u>	<u>COMPLIANCE</u> <u>YES OR NO</u>	<u>SPECIFICATIONS</u> <u>OFFERED</u>
<p>General Description</p> <p>Minimum Chipper Capacity: 10" Diameter Tree</p> <p>State overall Dimensions L x W x H:</p> <p>State Engine: Preferred turbo diesel</p> <p>Minimum Chipper Housing Opening: 10" x 17"</p> <p>State Hopper Opening:</p> <p>State Rotor Drive System:</p> <p>State feed roller drive System:</p> <p>State Rotor drive system</p> <p>State Feed Roller drive system</p> <p>State Rotor Size</p> <p>State Number of Rotor Knives:</p> <p>State Knife Type:</p> <p>State Rotor Weight:</p> <p>Maximum Discharge Hood Height:</p>		



<p>State rotor and engine Rated RPM:</p> <p>State Weight:</p> <p>State Tire Size:</p> <p>Shall have marker and signal lights suitable for towing as a trailer</p>		
<p><u>MINIMUM SPECIFICATIONS</u></p>	<p><u>COMPLIANCE YES OR NO</u></p>	<p><u>SPECIFICATIONS OFFERED</u></p>
<p>◇ <u>MISCELLANEOUS</u></p> <p>⇒ CURRENT PARTS AND SERVICE MANUALS (ON OEM CD)</p>		
<p>◇ <u>OPTIONAL ITEMS</u></p> <p><u>(not included in submitted price but priced here for evaluation):</u></p> <p>⇒ Fire extinguisher mounted</p> <p>⇒ Operator Training Up to two (2) days of on-site training, one for the operators and one for the mechanical staff by knowledgeable, qualified manufacturers' representative.</p> <p>⇒ Please state other available options</p>		



◇ OTHER SPECIFICATIONS OFFERED:

⇒ **PARTS**

- ⇒ State hours of day parts service is available:
- ⇒ State location (city) of parts stock:
- ⇒ State approximate dollar value of parts stocked, applicable to the equipment tendered, at the above location, by your firm:

⇒ \$ _____

⇒ **WARRANTY**

- ⇒ Period for Standard Warranty on Unit/ Trailer? Engine?
- ⇒ Provide further details for other Extended Warranties:

⇒ _____ Months.

⇒ \$ _____

⇒ _____ Months.

⇒ **DELIVERY**

- ⇒ State delivery to destination (in calendar days) after order.

⇒ _____ Days.

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