



REQUEST FOR TENDER

DOCUMENT NO. 19-04

TENDER FOR: SUPPLY AND DELIVERY OF FURNACE FUEL, CLEAR AND COLOURED DIESEL FUEL

CLOSING DATE: February 20, 2019 at 11:00 a.m. Local Time

SUBMITTED BY:

(Insert company name)

SUBMITTED TO:

The Township of Tudor and Cashel
371 Weslemkoon Lake Road
Gilmour, ON, K0L 1W0

Attn: Glenn Hagerman, Roads Supt.

GENERAL CONDITIONS

This tender provides for the supply and delivery of furnace fuel, clear and coloured diesel fuel.

Township of Tudor and Cashel
PO Box 436
371 Weslemkoon Lake Road
Gilmour, ON, K0L 1W0

1. INTERPRETATION OF ESTIMATES

The quantities as shown on the tender form are estimates only. The actual quantities used could be more or less than indicated depending upon the requirements.

2. WITHDRAWAL OF TENDER

A bidder will be permitted to withdraw his tender unopened after it has been deposited if such a request is received in writing prior to the time specified for the opening of tenders.

3. DISQUALIFICATION OF BIDDERS

More than one tender from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between bidders will be sufficient for rejection of all tenders so affected.

4. EQUIPMENT

All equipment, storage tanks and pumps are to be installed and are the property of the supplier. Supplier is to provide details on proposed storage tanks and pumps.

Tanks shall be as follows:

Clear Diesel Fuel 4500 Litres
Coloured Diesel Fuel 1000 Litres

5. DURATION OF CONTRACT

This contract will be awarded for a period of Fourty Eight (48) months commencing June 1, 2019 to May 31, 2023.

6. UNIT OF MEASURE

All prices will be based on the metric unit of measure.

7. DELIVERIES/TICKETS

Deliveries to all sites listed shall be within a maximum six (6) hours after notification any day of the week. All deliveries shall be made by metered tankers. A duplicate delivery slip showing printout of the total liters delivered shall be left at the delivery site.

8. INDEMNIFICATION

The contractor will indemnify and hold harmless the Corporation of the Township of Tudor and Cashel, their agents and employees from and against claims, demands, lawsuits, costs, damages, actions, losses, suits or proceedings from Third parties arising out of, or attributable to, the Contractor's performance of the contract (hereinafter called "claims"), providing such claims are:

- (i) Attributable to bodily injury, sickness, disease, or death or injury to, or destruction of tangible property and
- (ii) Caused by negligent acts or omissions of the Contractor or anyone for whose acts he may be liable.
- (iii) The obligation of the Contractor to indemnify hereunder shall be limited to \$2,000,000.00 per occurrence from the commencement of the work until substantial performance of the work.
- (iv) Coverage shall be endorsed to provide the Corporation of the Township of Tudor and Cashel with not less than 30 days written notice in advance of any cancellation, change or amendment restricting coverage.

9. LIABILITY INSURANCE

Automobile Liability Insurance in respect to licensed vehicles shall have limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property and the following forms endorsed to provide the Owner with not less than 30 days written notice in advance of any cancellation change or amendment restricting coverage:

- (i) Standard non-owned policy, including standard contractual liability endorsement.
- (ii) Standard owners form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the contractor.

10. PRICE FLUCTUATION

It is noted that there is no control over the rack price or taxes but the cost of delivery will **remain firm** for the duration of this contract.

11. All products to be delivered as required to locations as designated in Schedule "A" of this contract.
12. If your quotation deviates from specifications in any way, such exceptions must be clearly noted herein. If unable to bid, please state the reasons and return for our records.
13. The Corporation of the Township of Tudor and Cashel reserves the right to reject any or all tenders and the lowest or any tender will not necessarily be accepted.
14. All tenders to be submitted on this Tender Form with the net prices shown in the spaces provided.
15. H.S.T. to be shown separately on all invoices.

SCHEDULE "A"

CORPORATION OF THE TOWNSHIP OF

TUDOR AND CASHEL

PETROLEUM CONSUMPTION
(Approximate)

FURNACE FUEL	7,000 Litres
CLEAR DIESEL FUEL	32,000 Litres
COLOURED DIESEL FUEL	11,000 Litres

LOCATION	TANK SIZE LITRES	PRODUCT
Municipal Office 371 Weslemkoon Lk. Rd		Furnace Fuel
Tudor and Cashel Roads Garage 593 Weslemkoon Lk Rd	4500	Clear Diesel Fuel
Tudor and Cashel Roads Garage 593 Weslemkoon Lk Rd	1000	Coloured Diesel Fuel

Bidder to supply fuel to the above location F.O.B.

ACKNOWLEDGEMENTS

I/WE ACKNOWLEDGE that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

I/WE ACKNOWLEDGE that all matters stated in the submitted Tender are in all respects true.

I/WE ACKNOWLEDGE that _____ addenda have been received and that it is my/our ultimate responsibility to ensure all addenda issued have been received.

I/WE ACKNOWLEDGE that I/WE have carefully read Request for tenders **19-04, Supply and Deliver Furnace Fuel, Clear and Coloured Diesel**, and have satisfied ourselves as to the conditions under which the work is to be carried out, and do hereby make an offer with the Corporation of the Township of Tudor and Cashel to provide the necessary services for the completion of the **Supply of tanks, material, equipment and ensuring the supply of fuel for the duration of the agreement** at pricing indicated in **Appendix B – Pricing and Completion Schedule**.

I/WE ACKNOWLEDGE and warrant that the price submitted shall be firm for a period of one hundred-twenty (120) days from the date of the Tender Closing.

Dated at _____ this _____ day of _____ 2019.

Firm or Organization Name

Signing Authority

Street Address

Signature

City

Postal Code

Telephone Number

Email

Fax Number

DOCUMENT NO. 19-04

Appendix B

In order for your bid to be accepted, supplier must price as set out in Tender Form below.

I/We the undersigned hereby agree to Supply and Deliver Furnace Fuel, Clear and Coloured Diesel Fuel all in accordance with the attached Instructions to Bidder:

1. Pricing

DESCRIPTION OF ITEM	ESTIMATED QUANTITY	RACK PRICE / LITRE (Variable Rate)	PRICE / LITRE (Fixed Rate)	TOTAL PRICE / LITRE
Furnace Fuel	7,000 litre		\$ _____ per litre	
Clear Diesel	32,000 litre		\$ _____ per litre	
Coloured Diesel	11,000 litre		\$ _____ per litre	

Appendix B – cont'd**2. HST**

HST Registration Number is: _____

OR

Operates as a Small Trader with the Federal Government: _____