



THE TOWN OF THE PAS

BID OPPORTUNITY
T04-2017

EXCAVATOR THUMB



P.O. Box 870, The Pas, Manitoba, Canada, R9A 1K8

May 04, 2017

RE: INVITATION TO TENDER

Sealed tenders marked "**EXCAVATOR THUMB #T03-2017**" will be accepted by the Purchasing Agent at the offices of the Town of The Pas up to 3:00 p.m. local time Friday, May 26, 2017 for the acquisition of thumb for HITACHI ZX210W3 excavator.

Please refer to the following specifications and use the attached sheet(s) to submit your tender. Forward tenders to:

Town of The Pas
81 Edwards Avenue
P.O. Box 870
The Pas, Manitoba
chrism@townofthepas.ca
aldrin@townofthepas.ca

The lowest or any tender will not necessarily be accepted.

If you require additional information please contact the undersigned at (204)627-1137 or Chris McTaggart. at (204)627-1127.

Aldrin Natividad, Purchasing Clerk
Town of The Pas

BIDDING PROCEDURE

1. CONTRACT TITLE

Supply and delivery of Thumb for HITACHI ZX210W3 Excavator

2. SUBMISSION DEADLINE

- a. The submission deadline is 3:00 p.m. local time Friday, May 26, 2017
- b. Bids determined by the Purchasing Agent to have been received later than the submission deadline will not be accepted and will be returned upon request.
- c. The Contract Administrator or the Purchasing Agent may extend the submission deadline by issuing an addendum at any time prior to the time and date specified in 2(a).

3. BID ACCEPTANCE , REJECTION and EVALUATION

- a. The Town of The Pas reserves the right to reject any or all tenders or any portion thereof. The lowest or any tender will not necessarily be accepted.
- b. No tender shall be awarded to any bidder who, in the judgment of the Town of The Pas, is not a responsible bidder or does not have all the necessary experience, capital, organization and equipment to provide the equipment in strict accordance with the terms and provisions of the Tender.
- c. The Town of The Pas may at its sole discretion ;
 - i. accept an alternative proposal submitted
 - ii. reject any or all of the proposals, including the lowest proposal and may proceed in such other manner as it may elect at its sole discretion
 - iii. Award the contract to whomever the Town of The Pas deems appropriate notwithstanding any custom of the trade or provision of the Invitation to Tender to the contrary
 - iv. re-issue the Invitation to Tender with the same or revised content
 - v. ask some but not all of the bidders to submit further or revised bids.

- vi. accept any proposal, in point
- vii. seek clarification of any aspect of a proposal
- viii. accept a proposal that deviates from or is not in all respects fully compliant with the Invitation to Tender
- ix. ask some but not all of the bidders for a demonstration of the unit being bid

d. Bids shall be evaluated on the basis of but not necessarily in following order:

- i. quality of product
- ii. price
- iii. capability of supply
- iv. previous supply history

4. ALTERNATES

a. Alternate tenders may be submitted provided that a separate Tender Form is used for each tender submitted.

5. SUBSTITUTES

a. Substitutions shall be allowed. The bidder shall ensure and certify that the substitute will adequately perform and capable of performing the same function as that specified.

6. QUALIFICATIONS

a. The bidder shall:

- i. Undertake to be in good standing under the Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba) or otherwise properly registered licensed or permitted by law to carry on business in Manitoba and;
- ii. Be financially capable of carrying out the terms of the Tender
- iii. Have all the necessary experience, capital, organization to supply and deliver the material in strict accordance with the terms and provisions of the Tender

b. The bidder shall be responsible and not be suspended, debarred or in default of any obligations to the Town.

- c. The bidder shall :
 - i. Have successfully supply similar parts of similar equipment
 - ii. Be fully capable of supplying the material required to be in strict accordance with the terms and provisions of the tender.

7. INQUIRIES

- a. All inquiries shall be directed to the Contract administrator identified.
- b. If the bidder finds errors, discrepancies or omissions in the Bid Opportunity or is unsure of the meaning or intent of any provisions therein, the bidder shall notify the Contract Administrator of the error, discrepancy or omission or request a clarification as to the meaning or intent of the provision at least five (5) business days prior to the submission deadline.
- c. Responses to inquiries which, in the sole judgment of the Contract Administrator require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all bidders by issuing an addendum.
- d. Responses to inquiries which do not require a correction to or a clarification of the bid opportunity will be provided by the Contract Administrator only to the bidder who made the inquiry.
- e. The bidder shall not be entitled to rely on any response or interpretation received pursuant to section d unless the response is provided in writing.

8. ADDENDA

- a. The Contract administrator may at any time prior to the submission deadline, issue addenda correcting error, discrepancies or omissions in the bid opportunity or clarifying the meaning or intent of any provisions, therein.
- b. The contract administrator will issue addendum at least two (2) business days prior to the submission deadline or provide at least business days by extending the submission deadline
- c. The bidder shall acknowledge receipt of each addendum. Failure to acknowledge receipt of an addendum may render a bid non-responsive.

9. INTENT

- a. These specifications describe the supply and delivery of a “Thumb for Excavator” as specified herein and shall be new model year.
- b. The “Thumb” must be compatible and must fit to install to HITACHI ZX210W3 excavator
- c. The “Thumb” must be Hydraulic
- d. The Thumb must cover 25% - 50% of the Bucket
- e. Number of fingers of the Thumb is dependent on 9(d)
- f. The excavator thumb must fit into the bucket with the following dimension:
 - i. Width – 5ft
 - ii. Distance between fingers – 9 ½ in center to center
 - iii. Image :



- g. The “Excavator Thumb” and all other items / components shall be the manufactures latest models.
- h. The “Excavator Thumb” shall be furnished complete and ready for installation. Any parts or accessories not specifically mentioned, but which are required to complete and place the “Excavator Thumb” in successful operation shall be furnished as though specifically mentioned in these specifications. The complete “Excavator Thumb” and attachments, and all parts thereof, shall conform in strength and quality of material and workmanship, to the best standards and engineering practice of the industry. Assemblies,

sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to tender.

10. GENERAL TERMS

- a. The “Excavator Thumb” and all components and attachments shall comply with all the applicable regulations.
- b. All applicable S.A.E. standards form an integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.
- c. It will be the responsibility of the Bidder to inform the Town of any deficiencies in these specifications, for under this contract the contractor shall be held responsible for the design, performance, reliability and satisfactory operational function of the unit.
- d. The successful bidder and manufacturer must have a minimum of 5 continuous years of experience manufacturing and distributing Thumb of the brand being offered.
- e. During the warranty period, All warranty work to be completed in the Town of The Pas town shop, travel time and accommodations to be included in warranty, If work cannot be completed in the Town shop, freight and other costs will be covered in the warranty.
- f. For the purpose of warranty repairs the Bidder shall have an authorized service facility located within 650 kilometers of the boundaries of The Pas.

11. BID COMPONENTS

- a. The bid shall consist of the following components: “Form A” Bid & “Form B” Bid
- b. All components of the bid shall be fully completed or provided and submitted by the bidder no later that the submission deadline, with all the required entries made clearly and completely to constitute a responsive bid.
- c. The bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the bidders name and address or can be submitted via email.
- d. Bids submitted by fax will not be accepted.

- e. Bids shall be submitted to:
 - i. Town of The Pas
81 Edwards Ave, Main Floor
The Pas, MB R9A 1K8
 - ii. Electronic copy
chrism@townofthepas.ca
aldrin@townofthepas.ca

12. BID

- a. The bidder shall complete Form A Bid making all required entries.
- b. Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
 - i. If the bidder is a sole proprietor carrying on business in his own name, his name shall be inserted.
 - ii. If the bidder is a partnership, the full name of the partnership shall be inserted
 - iii. If the bidder is a corporation, the full name of the corporation shall be inserted
 - iv. If the bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted
 - v. If a bid is submitted by two (2) or more persons, each and all such persons shall identify themselves in accordance with 12b
- c. In paragraph 3 of Form A Bid - the bidder shall identify a contact person who is authorized to represent the bidder for the purpose of the bid.
- d. The name and official capacity of all individuals signing for "Form A Bid" should be printed below such original signatures.

13. PRICES

- a. All prices shall be F.O.B. The Pas, Manitoba as specified, including Provincial Sales Tax, Goods and Services Tax stated separately, where applicable

- b. The Bidder shall state a price in Canadian Funds for each items on “Form B Prices”

14. PAYMENT

- a. Unless bidder specifies otherwise, payment will be made within thirty (30) days of receipt of invoice.

15. DELIVERY

- a. The complete unit shall be delivered to the Town of The Pas garage located at 154 Centennial Drive, between the hours of 8:00 a.m. and 3:00 p.m. on business days. The Bidder shall contact the Purchasing Agent prior to delivery.
- b. A pre-delivery inspection shall be performed by the Bidder on the equipment with proof upon delivery, including complete check list.

16. OPENING OF BIDS & RELEASE OF INFORMATION

- a. Bids will be opened, after the submission deadline has elapsed, in the offices of the Town of The Pas.
- b. The bidder is advised that any information contained in any bid may be released if required by Town policy on procedures or by law.

17. WITHDRAWAL OF BIDS

- a. A bidder may withdraw his bid without penalty by giving written notice to the Purchasing Agent at any time prior to the submission deadline. The Town will assume that anyone of the contact persons named in “Form A: Bid” or the bidders authorized representative named and only such person, has authority to give notice of withdrawal.
- b. If a bidder gives notice of withdrawal prior to the submission deadline, the Purchasing agent will:
 - i. Retain the bid until after the submission deadline has elapsed
 - ii. Open the bid to identify the contact person named in “Form A: Bid” and/or the bidders authorized representative and;
 - iii. If the notice has been given by anyone of the persons specified declare the bid withdrawn.

- c. A bidder who withdraws his bid after the submission deadline but before his bid has been released or has lapsed shall be liable for such damages as are imposed upon the bidder by law and subject to such sanctions as the Chief Administrator Officer considers appropriate in the circumstances.

18. EVALUATION OF BIDS

- a. Award of the contract shall be based on the following bid evaluation criteria:
 - i. Compliance by the bidder with the requirements of the bid opportunity, or acceptance deviation there from (pass/fail)
 - ii. Qualifications of the bidder and the subcontractors, if any (pass/fail)
 - iii. Total bid price
- b. Further, the Purchasing Agent may reject a bid as being non-responsive if the bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Purchasing Agent may reject all or any part of any bid, or waive technical requirements or minor informalities or irregularities if the interest of the Town so requires.
- c. Further the Purchasing Agent shall reject any bid submitted by a bidder who does not demonstrate, in his bid or in other information required to be submitted, that he is responsible and qualified.

19. AWARD OF CONTRACT

- a. The Town will give notice of the award of the contract or will give notice that no award will be made.
- b. The Town will have no obligation to award a contract to a bidder, even though one or all of the bidders are determined to be responsible and qualified and the bids are determined to be responsive. The Town will have no obligation to award a contract where:
 - i. The prices exceed the available Town funds for the material

- ii. In the judgment of the Purchasing Agent, the interests of the Town would best be served by not awarding a contract.
- c. Where an award of Contract is made by the Town, the award shall be made to the responsible and qualified bidder submitting the lowest evaluated responsive bid
- d. Following the award of contract, a bidder will be provided with information related to the evaluation of his bid upon written request to the Contract Administrator.

20. CONTRACT ADMINISTRATOR

The Contract Administrator is:

Chris McTaggart
Box 870
The Pas MB R9A 1K8
Telephone: (204) 627-1127
Fax: (204) 623-5506



FORM A: THE BID

1. CONTRACT TITLE:

Supply and Delivery of Thumb for Hitachi ZX210W3
Excavator

2. BIDDER:

Name of Bidder

Street or P.O. Box

City	Province	Postal Code
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Facsimile number

THE BIDDER IS;

- A Sole Proprietor
- A Partnership
- A Corporation

FORM A: THE BID

3. CONTACT PERSON:

The bidder hereby authorized the following contact person to represent the Bidder for the purposes of the bid.

_____	_____
Contact Person	Title
_____	_____
Telephone Number	Fax Number

4. SIGNATURES:

In witness whereof the bidder has signed this _____ day of _____, 2017

SIGNATURE OF BIDDER OR BIDDER'S AUTHORIZED OFFICIAL OR OFFICIALS

PRINT NAME AND CAPACITY OF INDIVIDUAL WHO'S SIGNATURE APPEARS ABOVE.

SEAL OR WITNESS



FORM B: SCHEDULE OF PRICES

Delivery Date
FOB The Pas, Manitoba _____

Make & Model # _____

PRICE _____

GST _____

PST _____

TOTAL _____

COMPANY

PRINTED NAME

AUTHORIZED SIGNATURE

DATE