



THE TOWN OF THE PAS

BID OPPORTUNITY  
# T06-2019

**BACKHOE LOADER**



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

June 10, 2019

RE: INVITATION TO TENDER

Sealed tenders marked "**T06-2019 BACKHOE LOADER**" 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, July 26, 2019 for the supply and delivery of Backhoe Loader. 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  
R9A 1K8  
Or email to:  
[aldrin@townofthepas.ca](mailto:aldrin@townofthepas.ca)  
[sam@townofthepas.ca](mailto:sam@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 Sam Mirza-Agha at (204)627-1124.

---

Aldrin Natividad  
Purchasing Agent  
Town of The Pas

**TOWN OF THE PAS**  
**PURCHASING DEPARTMENT**  
**The Pas, Manitoba**

**1. CONTRACT TITLE**

- a. Supply and delivery of backhoe loader and attachments

**2. SUBMISSION DEADLINE**

- a. The submission deadline is 3:00 p.m. local time Friday, July 26, 2019.
- 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. ENQUIRIES**

- a. All enquiries 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 enquiries 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 enquiries 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 enquiry.

- 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.

#### **4. ADDENDA**

- a. The Contract administrator may at anytime 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.
- c. The bidder shall acknowledge receipt of each addendum on “Form A - The Bid”. Failure to acknowledge receipt of an addendum may render a bid non-responsive.

#### **5. SUBSTITUTES**

- a. The work is based on the plan, materials and methods specified in the Bid Opportunity.
- b. Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- c. Requests for approval of substitute will not be considered unless received in writing by the contract administrator at least five (5) business days prior to submission deadline.

#### **6. BID COMPONENTS**

- a. The bid shall consist of the following components:
  - i. Form A – The Bid
  - ii. Form B – Schedule of Prices
  - iii. Technical Specification Sheet
  - iv. Brochure
- b. Further to 6.(a), the bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with section 5

- c. All components of the bid shall be fully completed or provided and submitted by the bidder no later than the submission deadline, with all the required entries made clearly and completely to constitute a responsive bid.
- d. The bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the bidders name and address.
- e. PDF copy of the Bids can be emailed to the purchasing agent and/or to the contract administrator
- f. Bids submitted by fax will not be accepted.
- g. Sealed Bids shall be submitted to:

Town of The Pas  
81 Edwards Ave, Main Floor  
The Pas, MB R9A 1K8

Or PDF copy can be emailed to  
[aldrin@townofthepas.ca](mailto:aldrin@townofthepas.ca)  
[sam@townofthepas.ca](mailto:sam@townofthepas.ca)

## **7. BID**

- a. The bidder shall complete “Form A - The Bid” making all required entries
- b. Paragraph 2 of “Form A - The 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 partners 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 8.2
- c. In paragraph 3 of “Form A - The 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 - The Bid” should be printed below such signatures.

## **8. PRICES**

- a. The Bidder shall state a price in Canadian Funds for each items of the work identified on “Form B – Schedule of Prices”
- b. The quantities listed on “Form B – Schedule of Prices” are to be considered approximate only. The Town will use for the purpose of comparing bids.
- c. The quantities for which payment will be made to the contractor are to be determined by the work actually performed and completed by the contractor, to be measured as specified in the applicable specifications.

## **9. PAYMENT**

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

## **10. 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 and/or the Contract Administrator prior to delivery.
- b. The complete unit shall be serviced, fully fueled and ready for operation
- c. A pre-delivery inspection shall be performed by the Bidder on the equipment with proof upon delivery, including complete check list.

## **11. CONFLICT OF INTEREST AND GOOD FAITH**

- a. Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future
- b. The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the Town, in its sole discretion.

## **12. 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 contract and;
  - iii. Have all the necessary experience, capital, organization and equipment to perform the work in strict accordance with the terms and provisions of the contract.
- b. The bidder and any proposed subcontractor shall be responsible and not be suspended, debarred or in default of any obligations to the Town.
- c. The bidder and/or any proposed subcontractor shall have:
  - i. successfully carried out work similar in nature, scope and value to the work and ;
  - ii. Be fully capable of performing the work required to be in strict accordance with the terms and provisions of the contract and;
  - iii. Have a written workplace health and safety program if required pursuant to the Workplace Safety and Health Act (Manitoba).

- d. The Bidder shall, within five (5) business days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the bidder/subcontractor has workplace health and safety program meeting the requirements of the Workplace Safety and Health Act (Manitoba, by providing a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Associations Safety, Health and Environment Program.
- e. The bidder shall submit, within three (3) business days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the bidder and of any proposed subcontractor.
- f. The bidder shall provide, on the request of the Contract Administrator, full access to any of the bidder's equipment and facilities to confirm that the bidder's equipment and facilities are adequate to perform the work.

### **13. 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 bids may be released if required by Town policy and procedures or by law.

### **14. IRREVOCABLE BID**

- a. The bid(s) submitted by the bidder shall be irrevocable for the time period specified in "Form A: Bid".
- b. The acceptance by the Town of any bid shall not release the bids of the next two lowest evaluated responsive bidders and these bidders shall be bound by their bids on such work until a contract for the work has been duly executed, but any bid shall be deemed to have lapsed unless accepted with the time period specified in "Form A: Bid".



## **15. 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 imposed upon the bidder by law and subject to such sanctions as the Chief Administrator Officer considers appropriate in the circumstances.

## **16. REJECTION**

- 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.

## **17. CLARIFICATION**

- a) The Town reserves the right to seek clarification with the Bidder to assist in making evaluations.

## **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. Conformance to the set specifications
  - iv. Total bid price
- b. Further to 18.a(i) the Contract Administrator 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 Contract Administrator 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 Contract Administrator 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.
- d. Further to 18.a(iii) the total bid price shall be the sum of the quantities multiplied by the unit prices for each item show on "Form B : Schedule of Prices"
- e. If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence. Further in the event that a unit price is not provided on "Form B: Prices" the Town will determine the unit price for the purpose of evaluation and payment.

## **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 work
  - ii. The prices are materially in excess of the prices received for similar work in the past
  - iii. The prices are materially in excess of the Town cost to perform the work or a significant portion thereof with its own forces
  - iv. In the judgment of the Contract Administrator, 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. SCOPE OF WORK**

- a. The Work to be done under the Contract shall consist of **Supply and Delivery of Backhoe Loader and attachments** in accordance with the specification.
- b. Any material, labor or components not specifically mentioned or included herein, but may be required to complete, perfect and place the equipment in successful operation, shall be furnished by the Contractor as though specifically mentioned in these Contract Documents. The Contractor shall supply the equipment and all components and all features that are normally considered to be standard on that equipment, unless specifically excluded in the specifications.
- c. Unless specifically stated in the specifications, only new, unused equipment of current manufacture shall be accepted.

## **21. INSPECTION/TESTING/DEMO**

- a. Inspection and testing of the equipment shall be conducted by the Technical Team of The Town after the submission deadline of the Tender to evaluate equipment performance and conformance to specifications.
- b. The Town will arrange an appointment with the bidder for the inspection which will be done within 2-weeks after the Tender submission deadline.
- c. Inspection and testing of the equipment will be done at the Bidders facility.
- d. Cost for sending Town's technical team for inspection and testing shall be borne by the Town of The Pas.
- e. Equipment that fails to successfully complete the inspection/testing process shall be rejected by the Town.

## **22. PARTS AVAILABILITY**

- a. In order to assure minimum downtime of the equipment, the Contractor shall maintain a stock of all replacement parts in North America, either in his/her own inventory or in that of an agency that normally supplies parts to the Contractor, for a period of ten (10) years.

## **23. TRAINING**

- a. The Contractor shall be responsible for providing operational and mechanical training for The Town of The Pas personnel. The training will be at the Contractor's expense.
- b. The training sessions shall be used for familiarization and orientation of the equipment to the satisfaction of the Town. Training may include power point presentations, class room training, and "walk around" hands on training. Specifics to the training sessions may vary depending on the equipment and/or goods.
- c. The training shall be divided into two (2) separate sessions, one for operating personnel and one for mechanical personnel.

## **24. OPERATOR TRAINING**

- a. The Contract Administrator will contact the Contractor to organize training.
- b. The training for operating personnel shall include the following:
  - i. Daily pre-trip inspection items and basic operator maintenance requirements;
  - ii. Familiarization of all controls and their functions;
  - iii. New technologies and differences between current models vs. previous models;
  - iv. Basic demonstration of vehicle/equipment operation with all applicable attachments;
  - v. Inherent operating errors; and
  - vi. Any other training/familiarization requirements that is specific to the unit.
- c. All operator training materials and two (2) copies of Operator's Manual shall be provided to the Contract Administrator (4) Calendar weeks prior to delivery of the vehicle/equipment and/or related attachments.

## **25. MECHANICAL TRAINING**

- a. The Contract Administrator will contact the Contractor to arrange mechanical equipment training and familiarization.
- b. The training for mechanical personnel shall include the following:
  - i. Product knowledge trainer with at least one year repair and service experience on the equipment
  - ii. All Preventative Maintenance Service Points and adjustments required while in service;
  - iii. All diagnostic port locations and basic operations; and
  - iv. Safe movement of the equipment (including lift and or tow points).

- c. All mechanical training materials including service and parts manuals (paper or electronic versions) shall be provided no later than (4) calendar weeks prior to delivery of the vehicles, equipment and/or related attachments to the attention of the Contract Administrator identified in this tender.

## **26. CONTRACT ADMINISTRATOR**

Sam Mirza-Agha  
Municipal Superintendent  
Engineering Department  
Telephone: (204) 627-1124  
Fax: (204) 623-5506  
[sam@townofthepas.ca](mailto:sam@townofthepas.ca)

## **27. SUBMISSIONS**

- a) All Bid Documents, including those requiring completion, shall be filled in and returned intact, enclosed in a sealed envelope Or PDF copies can be emailed to [aldrin@townofthepas.ca](mailto:aldrin@townofthepas.ca)
- b) The tender submission shall consist of the following:
  - FORM A – The Bid (Signed and completed)
  - FORM B – Schedule of Prices (Signed and completed)
  - Equipment Brochures and Technical Specification Sheets

## **28. WARRANTY**

- a. During the warranty period, if the new equipment requires repairs that make it unusable for more than 72 hours, an interim unit shall be supplied by the contractor for use by the Town of The Pas. 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.
- b. For the purpose of warranty repairs, the Bidder shall have an authorized service facility located within 650 kilometers of the boundaries of The Pas.

- c. The warranty period for each piece of equipment supplied shall begin on the date of successful completion of the inspection process or when the equipment has been successfully placed into operation.

## 24. SPECIFICATIONS

- a. BACKHOE LOADER – The backhoe loader required on this Tender MUST :

- i. have quick attached (front and rear)
- ii. be equivalent or exceeds the specifications of JCB 3CX 214 Backhoe Loader
- iii. has equivalent or exceeds the power of JCB 3CX 214 Backhoe Loader
- iv. has hydraulic plumbing for hammer or other attachments
- v. has extra rear view mirrors
- vi. has ride control
- vii. has air conditioner and heater
- viii. be 4 x 4
- ix. has thumb on the backhoe bucket
- x. clamshell front bucket
- xi. extendable boom (min. 15 ft. digging depth)

- b. The following ATTACHMENTS must be compatible to the backhoe loader

- i. Flat edge digging bucket
- ii. Forks
- iii. Hammer
- iv. angle blade attachment
- v. Thumb (attachment for the boom)
- vi. Plate packer



**FORM A: THE BID**

**1. CONTRACT TITLE:**

T06-2019 BACKHOE LOADER

**2. BIDDER:**

---

Name of Bidder

---

Street or P.O. Box

---

City	Province	Postal Code
------	----------	-------------

---

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
Email address	

**4. OFFER:**

The Bidder hereby offers to perform the work in accordance with the Contract for the Total Bid Price, in Canadian Funds, set out on “FORM B: Schedule of Prices”, attached hereto:

**5. EXECUTION OF CONTRACT:**

The Bidder agrees to execute and return the Contract no later than 7 calendar days after receipt of the Contract.

**6. COMMENCEMENT OF THE WORK:**

The bidder agrees that no work shall commence until he is in receipt of a notice of award authorizing the commencement of work.

**7. CONTRACT:**

The Bidder agrees that the bid opportunity in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this bid.

**8. ADDENDA:**

The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form part of the contract.

Number \_\_\_\_\_ Dated \_\_\_\_\_

**FORM A: THE BID**

**9. TIME:**

This offer shall be open for acceptance, binding and irrevocable for a period of 60 calendar days following the submission deadline.

**10. SIGNATURES:**

In witness whereof the bidder has signed this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
**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**

BACKHOE LOADER				
Item No	Description	Qty	Unit Price	Extd Price
1			\$	\$
2			\$	\$
3			\$	\$
SUB TOTAL				

ATTACHMENTS				
Item No	Description	Qty	Unit Price	Extd Price
1			\$	\$
2			\$	\$
3			\$	\$
4			\$	\$
5			\$	\$
6			\$	\$
SUB TOTAL				\$

GST	\$
PST	\$
TOTAL	\$

Warranty (please indicate) \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_