



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

157101 Highway 10, Melancthon, Ontario, L9V 2E6

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Email: [info@melancthontownship.ca](mailto:info@melancthontownship.ca)

## **REQUEST FOR PROPOSAL FOR PETROLEUM PRODUCTS**

### **TENDER NO. 03-2018**

Sealed tenders, clearly marked as to contents will be received by the undersigned at The Township of Melancthon office until **2:00 P.M. Thursday August 16, 2018** for the supply of clear and coloured diesel fuel.

Information concerning consumption and distribution may be obtained by contacting the undersigned.

**The Township shall have the right not to accept the lowest or any other tender.** The Township reserves the right to reject any or all tenders. The Township shall have the right to cancel the request process and to place a new request for tenders. The tenders shall be evaluated by the Township in its sole and unfettered discretion. The Township reserves the right, in its absolute discretion to accept a tender which it deems most advantageous to itself and the right to reject any tender, in each case without giving any notice. Supplementary materials changing the terms of the request shall render the quote non-compliant. Tenders which contain qualifying conditions may, at the sole discretion of the Township, be disqualified or rejected. In no event will the Township be responsible for the costs of the preparation of the submission of a tender. No Bidder shall have any claim for any compensation of any kind as a result of participating in this tendering process and by submitting a tender each Bidder shall be deemed to have agreed that it has no claim.

Craig Micks  
Director of Public Works  
Township of Melancthon  
157101 Highway 10  
Melancthon ON L9V 2E6  
519-925-5525

## **GENERAL CONDITIONS**

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

Township of Melancthon  
157101 Highway 10  
Melancthon, ON  
L9V 2E6

### **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. DURATION OF CONTRACT**

This contract will be awarded for a period of 12 months commencing October 1, 2018 to September 30, 2019

### **5. UNIT OF MEASURE**

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

### **6. 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.

### **7. INDEMNIFICATION**

The contractor will indemnify and hold harmless the Corporation of the Township of Melancthon, 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 (herein 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) Coverage shall be endorsed to provide the Corporation of the Township of Melancthon with not less than 30 days written notice in advance of any cancellation change or amendment restricting coverage.

## **8. GENERAL 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 from automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the contractor.

## **9. 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 the contract.

- 10. All products to be delivered as required to locations as designated in Schedule "A" of this contract.
- 11. 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.
- 12. The Corporation of the Township of Melancthon reserves the right to reject any or all tenders and the lowest or any tender will not necessarily be accepted.
- 13. All tenders to be submitted on the Tender Form with the net prices shown in the spaces provided.
- 14. H.S.T. to be shown separately on all invoices.

**SCHEDULE “A”**

**CORPORATION OF THE TOWNSHIP OF MELANCTHON**

**PETROLEUM CONSUMPTION**  
(Approximate)

CLEAR DIESEL FUEL                      33,000 litres

COLOURED DIESEL FUEL              34,000 litres

LOCATION	TANK SIZE LITRES	PRODUCT
Township of Melancthon Public Works	4500	Clear Diesel Fuel
Township of Melancthon Public Works	4500	Coloured Diesel Fuel

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

# **CORPORATION OF THE TOWNSHIP OF MELANCTHON TENDER TO SUPPLY AND DELIVER CLEAR AND COLOURED DIESEL FUEL**

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## **TENDER FORM**

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 Clear and Coloured Diesel Fuel all in accordance with the attached Instructions to Bidder:

	Clear Diesel Fuel	Coloured Diesel Fuel
Estimated Quantity (litres)	33,000	34,000
Base Rack Price Per Litre		
Delivery Fee		
Federal Excise Tax		
Road Tax		
Price Per Litre*		
H.S.T.		
Total Price Per Litre		

\*This amount to be used when billed on each invoiced by supplier.

Name Of Tenderer \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

# CORPORATION OF THE TOWNSHIP OF MELANCTHON

## TENDER TO SUPPLY AND DELIVER CLEAR AND COLOURED DIESEL FUEL

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### TENDER FORM

#### Part II: Form to Tender

His Worship the Mayor and  
Members of the Municipal Council  
Corporation of the Township of Melancthon, ON

Ladies and Gentlemen:

I/We the undersigned hereby agree to Supply and Deliver Clear and Coloured Diesel Fuel all in accordance with the attached Instructions to Bidders, Working Calculation Table and Form of Tender, for the Unit Bid Prices.

	Quantity	Unit Price	Total
Clear Diesel Fuel		\$ _____	\$ _____
Coloured Diesel Fuel		\$ _____	\$ _____
Total			\$ _____

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NAME OF TENDERER \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

DATED \_\_\_\_\_