



## **Township of McNab/Braeside**

### **INVITATION TO TENDER PW-2018-09**

### **SURPLUS TENDER**

**Date of Issue: Tuesday October 30, 2018**

**Closing Date: Tuesday November 20, 2018 at 1:00 pm**

## INVITATION TO TENDER

TENDER No:

**PW-2018-09**

Sealed Tenders, subject to the General Terms and Conditions – Surplus Tender, will be received at the Township Office, 2508 Russett Drive, Arnprior Ontario, K7S 3G8, **NO LATER THAN: 1:00 p.m. local time, Tuesday, November 20, 2018.**

Tender will be opened in public at the above noted address, time and date, FOR THE SALE OF:

Lot No.	Description	Reserve Amount	Bid Amount Each
1	2004 Sterling Tandem Plow Truck One Way Plow and Wing 350 hp Mercedes-Benz Motor 13 Speed Transmission Approx. 193,366km and 7130 hr	n/a	
2	2001 CASE 621C Front End Loader Approx. 7500hrs.	n/a	

Bids shall be rejected if not accompanied by the signed General Terms and Conditions – Surplus Tenders as provided on page 2 of the Invitation to Tender.

**\*\*PAYMENTS SHALL BE BY CASH, MONEY ORDER, CERTIFIED CHEQUE, BANK DRAFT OR INTERACT DEBIT CARD ONLY\*\***

ITEMS LOCATED AT:

**LOT #1: 2004 Sterling Tandem Plow Truck**

McNab/Braeside Township Office, 2508 Russett Drive, Arnprior, ON

The item can be viewed at the Township office from 8:00 a.m. to 3:30 p.m., Monday to Friday.

**LOT #2: 2001 CASE 621C Front End Loader**

Braeside Public Works Garage, 138 Centre Street East, Braeside, ON

The item can be viewed by appointment only.

Contact Township Office 613-623-5756

**\*\*BUYERS ARE RESPONSIBLE FOR THE REMOVAL OF PURCHASED ITEMS\*\***

*The sale of this material is on an "AS IS WHERE IS" basis, without warrant, expressed or implied or any representation as to the fitness for a particular purpose.*

Contact Information

For Public Works Equipment:

Mr. Ryan Frew, Director of Public Works

[rfrew@mcnabbraeside.com](mailto:rfrew@mcnabbraeside.com)

613-623-5756 x 227

**General Terms and Conditions – Surplus Tender**

1. The Corporation of the Township of McNab/Braeside (Township) reserves the right to accept or reject any tender in whole or in part. The Township reserves the right to withdraw any goods before the tender closing date and time.
2. Tenders must be clearly marked with the Township tender number.
3. The tender must be stated in Canadian funds and be equal to or greater than the indicated reserve value.
4. Sealed tender submissions must be made on the Invitation to Tender forms supplied by the Township. Bids shall be rejected if not accompanied by the signed General Terms and Conditions – Surplus Tenders. Submissions received by the Township after the closing date and time specified on the Invitation to Tender will be rejected.
5. The Township makes every effort to accurately describe all goods, however the Township does not warrant the description in any manner. Bidders are deemed to have relied **entirely on their own inspection and evaluation.**
6. All goods are offered for sale on an **"AS IS, WHERE IS"** basis. There are no warranties or any representations with respect to the goods, either expressed or implied, including any implied warranties and conditions or merchantability or fitness for a particular purpose.
7. Tenders shall be open for acceptance by the Township for 7 days from the tender closing date.
8. Subject to the terms and conditions of the tender, title to and risk for the goods pass to the bidder upon notification from the Township of acceptance of the bidder's tender.
9. **Payment must be received in full at the Township office, 2508 Russett Drive, Arnprior, Ontario within 10 days** of the tender close. Payment must be **made either by cash, money order, certified cheque, bank draft or interact debit card. Certified cheques, bank drafts or money orders are to be payable to The Corporation of the Township of McNab/Braeside. All purchases must be paid for in full before removal from the premises.**
10. **All sales are final.**
11. Unless otherwise specified in the Special Terms and Conditions, **goods must be removed at the bidder's expense within 30 days of tender close and according to any special instructions listed within the tender** and, if not so removed, the bidder: (a) forfeits the goods and all money paid to the Township; and (b) is responsible for any deficiency and all costs (including advertising, handling and storage) associated with re-tendering the goods.
12. The Township is not responsible for any claims, demands or actions of any nature that may be suffered by the bidder, the bidder's employees, subcontractors or agents, in relation to the goods including the sale, handling, removal, use, dismantling, decontamination or destruction of the goods.
13. The bidder agrees to hold harmless the Township and its employees, subcontractors and agents for any and all claims, demands and actions, in relation to the goods, for which the bidder is legally responsible, including those arising out of the negligence or willful harm of the bidder, the bidder's employees, subcontractors or agents.
14. The Township may publish a list of all bidders and their bid price.
15. The personal information collected under this tender is collected and used for the sole purpose of administering the Surplus Tender program.
16. The bidder consents, and has obtained the consent of any individuals identified in the tender to the use of the information in the tender by the Township and its employees, subcontractors and agents.
17. Bidders must sign and return the Invitation to Tender document and include: - full legal name, address and telephone number of the bidder - name, signature and telephone number of the official preparing the tender if other than bidder.
18. All questions regarding the tenders shall be directed to the Contact identified in the Invitation to Tender document during the hours of 8:00 a.m. to 3:30 p.m. local time, Monday to Friday excluding Statutory Holidays. Verbal responses to any inquiry are not binding.
19. **This document and the Invitation to Tender contain all the terms and conditions relating to the tender. No other understandings or agreements, verbal or otherwise, exist between the parties.**
20. This document, the Invitation to Tender and any resulting contract for the sale of the goods shall be interpreted and applied in the courts, and according to the laws in force, in Ontario.

TENDER No: **PW-2018-09**  
 Tender Closing: **November 20, 2018 at 1:00 p.m. local time.**

I/We the undersigned bidder, offer to purchase the described goods for the indicated tender amount in accordance with the above terms and conditions.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address: \_\_\_\_\_ Date: \_\_\_\_\_  
 City & Prov.: \_\_\_\_\_  
 Postal Code: \_\_\_\_\_ Signature and Capacity of Bidder or person authorized to sign on (its, his, her) behalf  
 Email: \_\_\_\_\_  
(Print Name)

*The sale of this material is on an "AS IS WHERE IS" basis, without warrant, expressed or implied or any representation as to the fitness for a particular purpose.*