



SUPPLY OF SAND

TLC-18-25



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TOWN OF LABRADOR CITY

FORM OF TENDER

SUPPLY OF SAND TLC-18-25

Tenderer _____

Address _____

Telephone # _____

The undersigned bidder has carefully examined the Form of Tender, Instructions to Bidders, and agrees to supply item(s) as per the attached specifications.

Quotation _____

H.S.T. 15% _____

Total Quotation _____

The above quotation shall include all freight charges, F.O.B., Tamarack Drive, Labrador City, NL.

The tenderer, if awarded the contract, agrees supply within _____ weeks following notification of award of the contract.

Authorized Signature: _____ Date: _____

Contact Name: _____ Fax # _____

Email Address: _____

INSTRUCTIONS TO BIDDERS

1. TENDERS

- (a) Bidders shall submit Tenders in a sealed envelope and clearly marked to the town of Labrador City Office or by an emailed electronic copy to cashier@labradorcity.ca of the Bid in pdf format. Method of delivery shall be duly marked:

“TENDER FOR: **Supply of Sand, TLC-18-25**. Addressed to the attention of the Town Clerk, Town Hall, P.O. Box 280, 317 Hudson Drive, Labrador City, NL A2V 2K5.

- (b) Tenders shall close at **3:00 p.m. local time**, Labrador City on:

August 1st, 2025

- (c) Before submitting a tender, tenderers shall carefully examine the tender documents and fully inform themselves of the contract requirements and existing conditions.
- (d) The Bidder shall refrain from contacting other employees or members of Council of The Town of Labrador City in respect of this procurement process, including for the purposes of lobbying or attempting to influence the outcome of this procurement process. Any such contact may, in the Town of Labrador City’s sole discretion, result in disqualification of the Bidder.
- (e) The Town will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.
- (f) The Town, its employees and agents shall not be held liable or accountable for any error or omission in any part of this Tender or response to Bidder’s questions.
- (g) Quotation shall be valid for acceptance for ninety (90) days from the tender closing date.
- (h) This tender is subject to the *Access to Information and Protection of Privacy Act, 2015*.
- (i) The financial value of this tender will be publicly released as part of the award notification.
- (j) If applicable, this tender is subject to trade agreements.

2. **BID SUBMISSION, REVISION & WITHDRAWAL**

- (a) It is the Bidders' sole responsibility to ensure their Bid is received when, where and how it is specified in this document. The Town is not responsible for lost, delayed, misplaced, or incorrectly delivered Bids.
- (b) Bid revisions, changes, and alterations will be accepted by the Town provided they are received prior to the closing date and time of the Tender. Bid revisions, changes and alterations may be made only by completing a new Bid to the Town.
- (c) Where a Bidder submits multiple Bids to a Tender, each successive Bid will nullify and replace any previous Bids.
- (d) Bidders may withdraw their Tender at any time, prior to the closing date & time of a Tender, by submitting an email to cashier@labradorcity.ca All withdrawn Bids will be shredded the Town of Labrador City.

3. **UNACCEPTABLE TENDERS**

- (a) Tenders not submitted on the Tender Form provided will not be considered.
- (b) Bids submitted by facsimile will not be accepted.
- (c) Tenders received after the tender closing time will not be considered.
- (d) Incomplete tenders will be rejected.
- (e) Tenders containing qualifications or additional clauses to the Tender Form will be rejected.

4. **SUBSTITUTIONS**

- (a) Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified, the choice shall be left to the successful bidder. Where only one brand name is stated, there shall be no substitution.
- (b) Where the specifications include the **OR APPROVED EQUAL** clause, substitutions may be proposed provided that:

- (i) The request for substitution is made in writing at least seven (7) days prior to the tender closing date.
- (ii) The request shall clearly define and describe the products for which the substitution is requested.
- (iii) The substitution item is equivalent to the described item with regard to design, function, appearance, durability, operation and quality.
- (iv) Approval of the substitution by the Town shall be in the form of an Addendum to the specifications issued to all the tenderers listed as having received a copy of the contract documents.

5. ACCEPTANCE OR REJECTION OF TENDERS

- (a) The Town reserves the right to reject any or all bids without stating reasons. The lowest or any tender will not necessarily be accepted.
- (b) Upon acceptance of the tender, the Tender Form becomes part of the Contract Documents and the successful tenderer becomes the Contractor.
- (c) One payment shall be made in accordance with the contract as follows:
 - (i) Upon acceptance of all material or products, or upon substantial completion of the work.
 - (ii) Within thirty (30) days of receipt of the invoice by the Town.
- (d) The Town reserves the right to accept a non-compliant bid.

6. ADDENDUMS

- (a) Addenda may be necessary for:
 - (i) Correction of the Tender and related forms
 - (ii) Extension of the submission deadline
 - (iii) Clarification of parts of the Tender
 - (iv) Retraction or cancellation of the Tender
 - (v) Responses to bidders questions
 - (vi) Other additions to, deletions from or alterations to the requirements contained in the Tender

- (b) Request for addenda must be submitted five (5) calendar days prior to the tender closing date. Requests submitted thereafter will not be considered or responded to.
- (c) All addendums become part of the Bid Documents, as appropriate. Bidders are responsible for addressing all addenda in preparing Bids and should confirm, prior to submitting Bids, that all issued addenda have been received.

7. DELIVERY

- (a) Where the Tender includes a mandatory delivery schedule, the Town will assume that the Bidder can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).
- (b) Time is of the essence, and delivery schedule(s) are legally binding. The Town reserves the right to assess penalties or cancel awards to Bidders who fail to meet the stated delivery or completion dates.
- (c) All equipment/goods delivered are subject to inspection and test within a reasonable time after delivery to the Town premises. In the event of a defective product the Town reserves the right to return it to the vendor for full credit.

8. PERSON TO CONTACT

For further information contact Bryan Fagan at the following telephone number 709-944-7172 or fax number 709-944-2443.

SPECIFICATIONS

1.0 General

The Town of Labrador City requires the supply and delivery of 5000 tonnes of de-icing sand with the following requirements and specifications.

2.0 Gradation

<u>Sieve Designation</u>	<u>Per Cent Passing</u>
9.5 mm (3/8")	100%
4.76 mm (#4)	70-90%
2.00 mm (#10)	50-80%
0.420 mm (#40)	5-25%
0.075 mm (#200)	0-2%

Sand shall be free of any other materials.

3. Submittals

Once the tender results are reviewed, the successful Bidder shall submit two (2) sieve analysis of the sand meeting the specifications and being supplied under the contract and the sample shall be taken in the presence of a Town representative. The samples will be analyzed at a lab approved by the Town and must meet specifications prior to award of the contract. The successful bidder must also agree to provide a second set of 2 samples, taken in the presence of a Town representative, when approximately 50% of the sand has been delivered. The samples will be analyzed at a lab approved by the Town.

4. Delivery

Included in the unit price for the sand shall be all transportation charges and placement inside of the sand garage, Municipal Depot in Labrador City.

5. Delivered Quantity

The quantity of sand shall be calculated by a weigh scale inspection. A copy of the weigh scale inspection slip shall be provided to the town.

6. Other

Sand shall be delivered by **September 15th, 2025**.

The contractor shall notify the Town at least two (2) days prior to delivery of the sand stating the time the material will be delivered.