



REQUEST FOR TENDER

FOR

**SUPPLY AND DELIVERY TO DARWIN OF ONE USED LOW
HOUR CATERPILLAR 140 M MOTOR GRADER**

FOR

TIWI ISLANDS REGIONAL COUNCIL

TENDER NO:

2018 – 140

COUNCILS CONTACT OFFICER

MARK POLLARD

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E-MAIL

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TENDER DOCUMENTS

Available on the Tiwi Island Regional Council website

www.tiwiislands.org.au

TENDER CLOSING INFORMATION

TIME: 2PM

DATE: 22nd June 2018.

E-mail tender documents to tenders@tiwiislands.nt.gov.au

Postal address PMB 267 Winnellie NT 0822

1 **CONDITIONS OF TENDERING**

1.1 **REQUEST FOR TENDER**

The Invitation to Tender is not an offer; it is merely an invitation to negotiate with any person who submits a bid. The submission of a tender does not create a contract between any Tenderer and The Principal.

1.2 **NATURE OF CONTRACT**

The Tender is for the Supply and Delivery of one used **140M Grader** delivered to Darwin

1.3 **TENDER DOCUMENTS**

The tender documents shall be the Form of Tender, these Conditions of Tendering, Conditions of Contract, and such Special Conditions of Contract, Specifications, Schedule of Prices, Drawings and other documents as are issued by the Principal for the purpose of tendering.

No explanation or amendment to the tender documents shall be recognised unless in the form of a written addendum thereto issued by the Principal.

1.4 **TENDER ENQUIRIES**

Any enquires relating to this Contract including technical specifications should be referred to the fleet manager, on telephone 0409346326

1.5 **CANVASS OF MAYOR AND COUNCILORS**

Any Tenderer or agent acting on his behalf canvassing the Mayor, Councillors, or Tiwi Island Regional Council Staff with respect to the preparation, lodgement or assessment of his tender shall have that tender automatically disqualified and rejected.

1.6 **PROBITY OF TENDER PROCESS**

A Statutory Declaration is included in the Tender Documents which addresses “Collusive Tendering”. Such declaration must be made and returned as part of the Tender. Any tender that is not accompanied by completed documents required under this clause may be rejected

1.7 FORMULATION OF TENDERS

No Tenderer shall engage in any uncompetitive behaviour or other practice which denies legitimate business opportunities to other Tenderers or other participants in the tender process including, but not limited to the following:

- (a) the payment of unsuccessful tender fees
- (b) the payment to any third party of moneys, incentives or other concessions contingent upon the success of the tender, which do not relate to the provision of bona fide services relevant to the object of the tender.
- (c) tenderers shall observe all relevant statutory and other legal requirements in the formulation of their tenders and shall not-
 - (i) Accept or provide secret commissions;
 - (ii) Collude with other Tenderers;
 - (iii) submit inflated tenders (ie. cover prices) to advantage another Tenderer;
 - (iv) enter any improper commercial arrangements with any other contractors, subcontractors, suppliers, agents or any other party;
 - (v) seek to influence contract decisions by improper means; or
 - (vi) accept incentives to provide contracts or services to other contractors, subcontractors or suppliers, which financially disadvantage the Principal.

1.8 TENDERER TO INFORM HIMSELF FULLY

If a Tenderer has any doubt as to the meaning of any portion of the Tender Documents, he shall when submitting his tender, include a statement of the interpretation upon which he relies and on which his Tender has been prepared and submitted.

1.9 SUBMISSION OF TENDERS

The tender shall be submitted upon the Form of Tender provided.

The tender shall set forth the full Christian names, surname and address of the Tenderer - if a person. When the tender is by a firm, it shall set forth the names in full of each member of the firm. When the tender is by a Company, there shall be set forth the name of the Company and the address for the service of notices for the purposes of this tender and any subsequent contract arising out of acceptance of the tender.

The tender shall be accompanied by any other documents required by the tender documents to be submitted with the tender, including but not necessarily limited to the two (2) business references.

The Tenderer shall sign the tender or if the tender is a Corporation, affix common seal in the manner prescribed by its articles of association or otherwise appropriately and formally have the tender signed and signature witnessed.

1.10 DOCUMENTS TO BE LODGED WITH TENDER

Tenderers shall lodge two (2) completed copies of the following documents with their tender:

Form of Tender
Schedule of Insurance
Quality Assurance
Declaration of Business Status
Schedule of Financial & Trade Referees
Schedule of Ability to Deliver by Specified Date
Bankruptcy Clearance search
Company search
Schedule of supporting information
Selection Criteria
Schedule of Maintenance
Schedule of Warranty
Schedule of Prices
Collusive Tendering – Statutory Declaration

Any tender that is not accompanied by complete documents required may be rejected.

1.11 LODGMENT OF TENDERS

All tenders must be lodged through the Tiwi Islands Regional Councils electronic Tender address tenders@tiwiislands.nt.gov.au

1.12 CLOSING OF TENDER BOX

The electronic tender box will close at 2.00pm local time on the advised date

1.13 HARD COPY AND FACSIMILE TENDERS

Hard copy and Facsimile submissions will not be accepted for the tender.

1.14 OPENING OF TENDERS

Tenders received will be opened at the office of, the Tiwi Island Regional Council Wurrumiyanga Bathurst Island immediately after the closing of tenders, **at 2.00pm** on the specified date, or at a time suitable to the Regional Council.

1.15 INFORMAL TENDERS

Any Tender may be rejected which does not comply with the requirements of or which contains provisions not required by the Tender Document.

1.16 TENDER VALIDITY PERIOD

Tenders shall remain valid for a period of **60 days**. If a tender is not formal or complete in accordance with the Special Conditions of Tendering the tender validity period shall commence from the date on which the tender is formalised or completed to the satisfaction of the Fleet manager

1.17 ASSESSMENT OF TENDERS

The assessment of tenders may take into account but not be limited to or necessarily include the following:

Tendered price, performance and service history, warranty conditions, quality of product including:

- engine
- transmission
- chassis
- attachments
- hydraulics
- tyres
- cabin,
- user satisfaction, and
- conformity to form of tender documents.

The objective of the assessment is to select the tender most advantageous to Council.

1.18 ACCEPTANCE OF TENDERS

The Principal shall not be bound to accept the lowest or any tender. A Tender shall be deemed to be accepted when a notice in writing of such acceptance is handed to the Tenderer or is posted to him at the address furnished by him. In the latter case, the time of posting shall be deemed to be the time of acceptance.

If the Principal decides to accept a Tender, notice of acceptance of the Tender shall be given in the form of an official order issued on the successful Tenderer and this order, read in conjunction with these Tender Documents and Specifications, shall constitute a binding contract between the Principal and the successful Tenderer.

1.19 REGISTRATION FOR GST/ABN

It will be necessary for the successful Tenderer to be registered for GST as required by the Australian Taxation Office.

CONDITIONS OF CONTRACT

2.1 INTRODUCTION

The conditions of contract outlined in this Section shall be included as part of the Contract Documents.

2.2 ALTERNATIVE MODELS

If the Tenderer wishes to include more than one model in a particular Tender, a photocopy of the Tender Documents may be made and a Tender submitted on these forms.

2.3 GENERAL INFORMATION REQUIRED FOR EACH UNIT

The Tenderer must indicate in each Tender full detail of all the particulars, specified in the schedules, and any other information deemed appropriate by the Tenderer.

2.4 ALTERNATIVES

The Principal will consider and reserves the right to purchase suitable alternative items of plant tendered for this contract which may appear to be non conforming to the requirements of the specification.

2.5 TEST / INSPECT

The Principal reserves the right to test or inspect any models or plant.

2.6 DISCUSSION OF TENDERS

Interested parties are advised that no discussion of Tenders will be entered into except for the purpose of assessing Tenders. No correspondence regarding the Tenders or Tenderers shall be entered into at any stage, except where the Fleet manager needs to further assess equipment offered for Tender prior to the awarding of the tender.

2.7 TENDER PRICES

Prices tendered shall remain firm for a minimum period of **sixty (60) days** from the date of closing of tenders for this Contract.

2.8 ADDITIONAL INFORMATION

The Tender is to show the following information:

- (a) The net cost to the Tiwi Island Regional Council including GST
- (b) Proposed delivery date

- (c) Any relevant service history

2.9 DELIVERY TIME

The successful Tenderer shall deliver the item of plant on the pre arranged date if the successful Tenderer fails to meet this delivery date, the fleet manager may issue notice in writing of either:

- (a) issue a notice asking the Contractor to show cause why the item of plant has not been delivered, or
- (b) cancel the contract whereupon all sums of money which may remain in the hands of the Principal shall become vested in or become payable to the Principal, or
- (c) take the works wholly or partly out of the control of the contractor and complete the same by any other means he so decides.

2.10 PREVIOUS EXPERIENCE / TRACK RECORD

The successful Tenderer is required to outline their organisations previous experience in suppling similar vehicles with similar features and functionality and to provide referees for contact.

2.11 FINAL DECISION

Any direction, requirement, decision, determination or opinion given by the Fleet manager pursuant to these conditions shall be final and binding upon the Contractor

2.12 INSURANCE

The Contractor shall be liable for and keep the Principal indemnified against any legal liability, loss, claim or proceedings for personal injury to or death of any person or for injury or damage to property arising from the carrying out of works until such time the item of plant is unloaded at the Tiwi island Regional Councils nominated freight depot.

2.13 WARRANTY

Tenderers are to state the type and duration of warranty offered with each item of plant or equipment.

TECHNICAL SPECIFICATION

3.1 Functionality

All Plant supplied shall be fully functional.

3.2 COMPLIANCE WITH LAWS

Each item and each separate model of plant tendered for shall comply with all Laws for the time being in force in the Northern Territory of Australia.

3.3 VEHICLE AND EQUIPMENT SPECIFICATIONS

- a. Must have full instrumentation including engine speed, hour meter, fuel level, water temperature, low engine oil, water level, and hydraulic oil level warning devices (audible and visual).
- b. cabin is to be fully enclosed,
- c. built in Roll Over Protection,
- d. air conditioned,
- e. rear rippers
- f. GPS or laser guidance
- g. Minimum 80% tyre life left

SUBMISSION

- a. Tenders are to be in No Later Than 2pm on the xxx xxx xxx

All inquiries should be made to:

The Fleet Manager
Phone 0409346326
Email mark.pollard@tiwiislands.nt.gov.au

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