



Request for Tender

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| Request for Tender: | Disposal Of One (1) 2010 Volvo Grader |
| Deadline: | 5:00PM AWST Wednesday 9 th December 2020 |
| Address for Delivery: | tenders@perenjori.wa.gov.au P.O box 22 Perenjori W.A. 6620 56 Fowler Street Perenjori W.A. |
| RFT Number: | 05/2020 |

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1 Conditions of Tendering

1.1 Contract Requirements in Brief

The Shire of Perenjori is seeking Tenders from suitable Tenderers for the outright purchase of one (1) Volvo Grader.

All Plant are supplied on an as is where is basis with no guarantee expressed or implied regarding the condition of the used plant.

1.2 Definitions

Below is a summary of some of the important defined terms used in this Request:

| | |
|---|---|
| Attachments: | The documents you attach as part of your Tender. |
| Contractor: | Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations. |
| Deadline: | The deadline for lodgement of your Tender as detailed on the front cover of this Request. |
| General Conditions of Contract: | Means the General Conditions of Contract for the sale of assets nominated in Part 3. |
| Offer: | Your offer to purchase the nominated Plant; |
| Principal: | Shire of Perenjori |
| Request or RFT or Request for Tender | This document. |
| Selection Criteria: | The Criteria used by the Principal in evaluating your Tender. |
| Specification: | The description of the used plant offered for purchase by the Principal. |
| Tender: | Completed Offer form, Response to the Selection Criteria and Attachments. |
| Tenderer: | Someone who has or intends to submit an Offer to the Principal. |

1.3 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Conditions of Tendering (*read and keep this part*).

Part 1 READ AND KEEP THIS PART

Part 2 – Specification (*read and keep this part*).

Part 3 – General Conditions of Contract (*read and keep this part*).

Part 4 – Tenderer's Offer (*complete and return this part*).

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) The Tenderers Offer is attached as word version for completion by the Tenderer.
- c) The General Conditions of Contract for the Sale of Assets

1.4 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 4) in all respects and include all Attachments;
and
- d) Lodge your Tender before the Deadline.

1.5 Contact Persons

Tenderers should not rely on any information provided by any person other than the person listed below:

| | |
|-------------------|--|
| Name: | <i>Ken Markham</i> |
| Telephone: | <i>(08) 99730100 mobile: 0427731002</i> |
| Email: | ken.markham@perenjori.wa.gov.au |

Any requests for information or clarification should be in writing in the first instance and may be subject of an Addendum to this Request. The Contact Person as nominated in this clause Request can provide assistance in using mis@perenjori.wa.gov.au

No requests for information or clarification to the Tender Documents will be accepted later than two (2) working days prior to the Deadline of this Request.

1.6 Lodgement of Tenders and Delivery Method

Your Tender must be lodged by the Deadline.

The Tender is to be:

- a) Tenders are to be lodged by emailing: tenders@perenjori.wa.gov.au, Mail: Chief Executive Officer, Shire of Perenjori, PO Box 22 Perenjori 6620 or in person to 56 Fowler Street Perenjori prior to the Deadline;

Tenderers must ensure that they have provided at least one signed copy of their Tender.

It is the responsibility of the Tenderer to ensure that submissions are received by the Deadline.

1.7 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) Tenders submitted with electronic files that cannot be read or decrypted;
- c) Tenders which the Principal believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of Shire of Perenjori's Provider Portal or and/or the Principal's computing environment;
- d) Where the electronic submission of a Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will be rejected; or
- e) It may be rejected if it fails to comply with any other requirements of the Request.

1.8 Late Tenders

Tenders received:

- a) After the Deadline;
- b) Where the electronic submission of a Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a Late Tender;
- c) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.9 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the highest Tender and may reject any or all Tenders submitted.

1.10 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or be advised that no Tender was accepted.

1.11 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.12 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

1.13 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;

- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.14 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.15 Evaluation Process

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.16 Selection Criteria

The Contract may be awarded to a Tenderer or Tenderers who best demonstrate the ability to purchase the nominated Plant at a competitive price. The tendered prices may be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

1.17 Compliance Criteria

These criteria will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of 'No' against any criterion may eliminate the Tender from consideration.

| |
|---|
| (a) Compliance with the Conditions of Tendering. |
| (b) Completion and submission of the Tenderers Offer. |
| (c) Lodgement of your Tender before the deadline |

1.18 Qualitative Criteria

| | |
|---|---|
| <p>Price The tendered price(s) will be considered along with related factors affecting the total cost to the Principal. Early settlement discounts, lifetime costs, Purchase dates and the undisclosed reserve price may also be considered in assessing the best value for money outcome.</p> | <p>Weighting 100%</p> |
|---|---|

TOTAL 100%

1.19 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process provided that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.20 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.21 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 4 and whose execution appears on the Offer Form in Part 4 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.22 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.23 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at 56 Fowler Street Perenjori.

1.24 In House Tenders

The Principal does not intend to submit an In House Tender.

2 Specification

2.1 Scope of Work

Receipt of offers for the outright purchase of used plant.

2.2 Plant Details

| | |
|---|--|
| MAKE: | Volvo |
| MODEL: | G930 |
| PLANT AVAILABLE FROM: | TBC |
| CURRENT OWNER: | Shire of Perenjori |
| ORIGINAL DELIVERY DATE OR YEAR OF MANUFACTURE: | 2010 |
| VIN NUMBER: | VCE0G930C00501835 |
| ENGINE NUMBER: | 10917728 |
| REGISTRATION NUMBER: | CURRENTLY PJ4578 |
| REGISTRATION EXPIRY: | 30 TH JUNE 2021 |
| ODOMETER / HOUR METER READING: | 9477hrs as at 17 th November 2020 |
| COLOUR: | yellow |
| TYRE CONDITION: | GOOD |
| ENGINE SIZE: | |
| HORSEPOWER RATING: | 175HP |
| FUEL TYPE: | DIESEL |
| TARE: | 15800 |
| INCLUDED ADDED OPTIONS: | |
| ANTICIPATED AVAILABILITY DATE : | TBC |
| OTHER DETAILS: | |

2.3 Additional Information:

- a) To arrange an inspection or ask any questions relating to the plant item please contact the Shire Office on 99730100 or ken.markham@perenjori.wa.gov.au
- b) The trade vehicles include all fitted “add on” (non OEM) devices, toolboxes and bracketing etc. This does not include non-fitted, loose equipment carried in the Plant at the time of inspection.
- c) It is the Tenderer’s responsibility to satisfy themselves as to the condition and the value of the Plant.

2.4 Plant Photos





G930 Volvo Grader Transmission issues

24/10/2019 Check over leaking transmission.

25/10/2019 Replace transmission oil filter, adjust oil level.

29/10/2019 Remove transmission oil filter, check filter housing for damage/cracks.

04/11/2019 Major service incl. All filters & oils.

09/11/2019 Check over leaking transmission.

20/11/2019 Replace transmission oil filter, adjust oil level.

05/12/2019 Replace transmission filter & housing. (CJD)

10/12/2019 Check over leaking transmission. Send machine to CJD various items replaced incl. hydraulic pump. Tested all good.

17/12/2020 Replace transmission oil filter, adjust oil level.

28/01/2020 Repair transmission filter housing bracket.

03/02/2020 Order new transmission filter tube/pipe.

25/02/2020 Fit new tube/pipe.

26/02/2020 Replace transmission oil filter, adjust oil level.

29/06/2020 Broken oil filter housing bracket-oil leak from tube/pipe. Machine sent back to CJD replaced bracket, tube/pipe & transmission harness. Tested all good.

20/07/2020 Fit new filter housing bracket (reinforced) & engine/transmission drive shaft. (CJD)

09/09/2020 Transmission leaking oil from control valve block.

01/10/2020 Replaced control valve block & seals with second hand unit. (CJD)

3 General Conditions of Contract

The General Conditions of Contract are attached as a separate document to this Request.

4 Tenderer's Offer

4.1 Form of Tender

Chief Executive Officer
Shire of Perenjori
56 Fowler Street
Perenjori W.A. 6620

I/We (Registered Entity Name): _____

of: _____

ABN (if any) _____ ACN (if any) _____

Telephone No: _____

E-mail: _____

In response to RFT 05/2020- Disposal of One (1) 2010 Volvo Grader:

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree the Principal may at its discretion may not accept tenders to sell the existing plant, and may use the equipment as a trade-in on the purchase of new Plant to be acquired by the Principal.

In accordance with the Request supplied to me/us for the purpose of tendering hereby offer the price schedules attached.

Dated this _____ day of _____

Name of Tenderers authorised person (Block Letters): _____

Signature _____ Position: _____

Postal address: _____

Part 5 COMPLETE AND RETURN THIS PART

4.2 Price Information

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

| Plant Description | Price (Excluding GST) | GST | Price (Including GST) |
|-------------------------------|----------------------------------|------------|----------------------------------|
| 2010 G930 Volvo grader | | | |