

REQUEST FOR TENDER



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| Request for Tender | DISPOSAL OF PLANT AND EQUIPMENT |
| RFT Number: | RFT03/2023 |
| Deadline: | 4:00 pm Friday 22 December 2023 |

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1 PRINCIPALS REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Corrigin is seeking Tenders from suitable Tenderers for the outright purchase of various plant and equipment as detailed in the Specifications.

The items are supplied on an as is where is basis with no guarantee expressed or implied regarding the condition of the used plant and equipment detailed in the Specifications Part 3.

1.2 TENDER DOCUMENTS

A full statement of the items available for outright purchase appears in the Specification – Part 3.

This Request for Tender is comprised of the following parts:

- (a) Part 1 – Principal's Request;
- (b) Part 2 – Conditions of Tendering
- (c) Part 3 – Specification;
- (d) Part 4 – General Conditions of Contract for the Disposal of Plant;
- (e) Part 5 – Tenderers Offer;

Separate documents:

- (a) Addenda and any other special correspondence issued to Tenderers by the Principal.

1.3 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; |
| Contract: | Means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between The Principal and the Contractor for each nominated Vehicle. |
| Contractor: | Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations; |
| Deadline: | The deadline for lodgement of your Tender; as shown on the front page of this Request; |
| General Conditions of Contract: | Means the Shire of Corrigin General Conditions of Contract for the Disposal of Plant; |

| | |
|-----------------------------------|--|
| Letter of Engagement: | The letter issued by the Principal to the successful Tenderer awarding the Contract and nominating the date for collection of the vehicle; |
| Offer: | Your offer to be selected to purchase the nominated vehicle; |
| Principal: | Shire of Corrigin |
| RFT or Request for Tender: | This document; |
| Requirements or Plant: | Means the vehicle, the subject of the Contract or such of them as shall be described in the Specification. |
| Selection Criteria: | The criteria used by the Principal in evaluating your Tender; |
| Specifications: | The statement of Requirements that the Principal requests you to provide if selected. |
| Tender: | Completed Offer form, response to the Selection Criteria and Attachments; |
| Tenderer: | Someone who has or intends to submit an Offer to the Principal; |

1.4 CONTACT PERSON

Tenderers should not rely on any information provided by any person(s) other than those listed below:

Tender Enquiries – Site Visit Appointment

Name: Jo Fawkes, Workplace Safety & Depot Administration Officer
Organisation: Shire of Corrigin
Telephone: 0429 632 203
Email: works@corrigin.wa.gov.au

Tender Enquiries – Technical Information

Name: Terry Barron, Manager Works & Services
Organisation: Shire of Corrigin
Telephone: 0447 137 749
Email: works@corrigin.wa.gov.au

1.5 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 (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- (b) The most suitable Tenderers may be short-listed and may be required to clarify their Tender. Referees may also be contacted prior to the selection of the successful Tenderer.
- (d) A Contract may then be awarded to the Tenderer(s) whose Tender is considered the most advantageous Tender to the Principal.

SELECTION CRITERIA

The Contract may be awarded to a Tenderer or Tenderers who best demonstrate the ability to purchase the nominated item 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.

1.5.1 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) Complete Pricing Schedule |

1.5.2 QUALITATIVE CRITERIA

| | |
|--|---|
| <p>Price</p> <p>The tendered price(s) will be considered along with related factors affecting the total cost to the Principal. Purchase dates and the undisclosed reserve price may also be considered in assessing the best value for money outcome.</p> | <p>Weighting</p> <p>100%</p> |
| <p>TOTAL</p> | <p>100%</p> <hr style="border: 1px solid black;"/> |

1.6 PRICE BASIS

All prices offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST). All prices submitted shall be in Australian Currency.

Unless otherwise indicated prices tendered must include collection, loading, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

2 CONDITIONS OF TENDERING

2.1 DELIVERY METHOD

Tenders may be:

- (a) emailed to tenders@corrigin.wa.gov.au

Tenders submitted by facsimile will not be accepted.

2.2 LODGEMENT OF TENDERS

The Tender must be lodged by the Deadline. The Deadline for this Request is 4.00pm Friday 22 December 2023.

The Tender must be:

- (a) clearly endorsed with the tender number and titled as shown on the front cover of this Request;

2.3 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) It is not submitted at the place specified in the Request.

A Tender may also be rejected if it fails to comply with any other Requirements of the Request.

2.4 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 any Tender and may reject any or all Tenders submitted.

The Principal may have set a reserve price based on a trade-in against the purchase of new vehicle and in the event that the Tenders do not exceed the non-disclosed reserve price The Principal may reject all Tenders.

2.5 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 advising that no Tender was accepted.

2.6 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 shall have precedence.

Should a conflict become apparent between any clauses contained within this Request, then the provisions of the Schedule(s), followed by the Specifications, and the General Conditions of Contract shall have precedence in that exact order.

2.7 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 Requirements described therein;
- (d) acknowledged that The Principal may enter into negotiations with a chosen Tenderer(s) 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.
- (f) Satisfied themselves as to the condition of the Vehicle and shall exercise and rely on their own judgements as to the description, value and condition of the Vehicle.

2.8 ALTERATIONS

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

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

2.9 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any other credit rating agency; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer;

To assess that Tender and may consider such materials as tools in the Tender assessment process.

2.10 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a 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.

2.11 CANVASSING

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

2.12 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 and whose execution appears on the Offer Form in the prescribed format within the Tenderers Offer of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.13 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.

2.14 TENDER OPENING

All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a 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 or representatives present or otherwise, concerning the Tenders submitted.

The Tender opening will be held as soon as practicable after the Deadline.

2.15 IN-HOUSE TENDERS

The Principal does not intend to submit an in-house Tender.

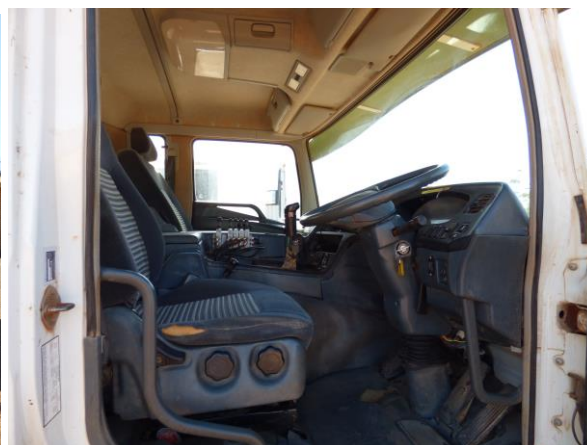
3 SPECIFICATIONS

3.1 SCOPE OF WORK

Receipt of offers for the outright purchase of 2004 Mitsubishi Water Truck, 1982 Pannell Vibrating Roller, Pallet of Sylvania Briteline Oval Lights, and Horwood Bagshaw Fertiliser Spreader.

3.2 PLANT DETAILS

| | |
|---------------------------------|-------------------|
| MAKE: | mitsubishi |
| MODEL: | TANKTK |
| CURRENT OWNER: | Shire Of Corrigin |
| BUILD DATE | 2004 |
| VIN NUMBER: | JLFFV51JK0KJ00116 |
| ENGINE NUMBER: | 6M70350288 |
| REGISTRATION NUMBER: | 1 HLL309 |
| REGISTRATION EXPIRY: | 30 June 2024 |
| ODOMETER / HOUR METER READING: | |
| COLOUR: | WH |
| TYRE CONDITION: | Good |
| ENGINE SIZE: | |
| TRANSMISSION: | Manual |
| FUEL TYPE: | Diesel |
| ANTICIPATED AVAILABILITY DATE : | Available Now |
| OTHER DETAILS: | Photos Attached. |



| | |
|---------------------------------|--------------------------|
| MAKE: | Pannell |
| MODEL: | Panther Vibrating Roller |
| CURRENT OWNER: | Shire of Corrigin |
| BUILD DATE | 1982 |
| VIN NUMBER: | TF1019 |
| ENGINE NUMBER: | 6569416 |
| REGISTRATION NUMBER: | CR4184 |
| REGISTRATION EXPIRY: | 30/06/2024 |
| ODOMETER / HOUR METER READING: | |
| COLOUR: | YE |
| TYRE CONDITION: | NA |
| ENGINE SIZE: | |
| TRANSMISSION: | |
| FUEL TYPE: | Diesel |
| ANTICIPATED AVAILABILITY DATE : | Available Now |
| OTHER DETAILS: | Photos Attached. |



| | |
|---------------------------------|----------------------------------|
| MAKE: | Sylvania |
| MODEL: | Briteline 2 Kilowatt Oval Lights |
| ANTICIPATED AVAILABILITY DATE : | Available Now |
| OTHER DETAILS: | Photos Attached. |



| | |
|---------------------------------|---------------------|
| MAKE: | Horwood Bagshaw |
| MODEL: | Fertiliser Spreader |
| ANTICIPATED AVAILABILITY DATE : | Available Now |
| OTHER DETAILS: | Photos Attached. |



Note:

- Inspections may be arranged with Jo Fawkes, Workplace Safety and Depot Administration Officer on 0429 632 203
- It is the Tenderer's responsibility to satisfy themselves as to the condition and the value of the plant. All Plant and Equipment supplied by the Shire of Corrigin is on an "as is where is" basis with no guarantee express or implied regarding the condition of the Plant and Equipment.
- The successful Tenderer will be required to pay for the purchase prior to pickup.
- The successful Tenderer shall transport the used vehicle from the Principal's Depot in Corrigin at their cost upon settlement.

Licensing

The Mitsubishi Water Truck and Pannell Vibrating Roller are currently licensed.

The Principal will not accept any responsibility for costs incurred where the Principal's concession is removed from the vehicle registration prior to the vehicle being transferred from the Principal.

4 GENERAL CONDITIONS OF CONTRACT FOR THE DISPOSAL OF PLANT

SHIRE OF CORRIGIN GENERAL CONDITIONS OF CONTRACT

FOR THE DISPOSAL OF PLANT

4.1 CONSTRUCTION OF CONTRACT

The Contract shall be governed by the laws of the State of Western Australia and the parties hereby submit to the exclusive jurisdiction of the courts of that State.

4.2 DEFINITIONS

4.2.1 In the Contract, except where the context otherwise requires :

'Clause' means a clause of these General Conditions.

'Contract' means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.

'Contract Price' means the monetary consideration stated in the Contract for the purchase of the Plant from the Principal whether expressed as a lump sum or price per unit or by weight or volume or otherwise.

'Contractor' means the party named in the Contract as the Purchaser of the Plant.

'Date for Collection' means :

- a) where the Contract specifies a date for collection, that date; or
- b) where the Contract specifies a period of time for collection, the last day of that period.

'Plant' means the plant, the subject of the Contract or such of them as shall be described in the Specification.

'Local Government' means any local government established under the Local Government Act 1995.

'Officer' means any officer or person authorised by the Principal to act on its behalf for the purpose of the Contract.

'Principal' means the Local Government detailed in the Specifications Part 3 as the current owner on each item of Plant.

'Specification' means any technical specification, drawing and schedule forming part of the Contract.

Unless the context otherwise requires, the singular includes the plural and vice versa. The clause headings of the General Conditions of Contract shall not in any way affect their interpretation. Any one gender includes all genders.

4.3 EVIDENCE OF CONTRACT

4.3.1 The Contract shall be evidenced by the Specifications, General Conditions of Contract, Request for Tender, Letter of Engagement and all things referred to therein.

4.3.2 The precedence of documents in the event of a conflict or inconsistency shall follow the sequence as detailed above.

4.3.3 Should any part of the Contract be held in law to be invalid, that part shall be severed from the Contract and the remainder of the Contract shall have full force and effect.

4.4 NOTICES

4.4.1 Any notice or other communication under the Contract shall be in writing and signed and shall be given or served by:

- (a) hand delivery or prepaid post to the address of the recipient specified in the Contract or at such other address as may from time to time be notified in writing to the party giving the notice by the intended recipient but in any event to the last notified address: or

- (b) facsimile transmission to the facsimile number of the recipient specified in the Contract or at such other number as may from time to time be notified in writing to the party giving the notice by the intended recipient but in any event to the last notified number.

4.4.2 A printed or copied signature will be sufficient for the purpose of sending any notice or other communication.

4.5 CONTRACTOR TO HAVE INFORMED ITSELF

4.5.1 The Contractor shall be deemed to have:

- (a) examined carefully and to have acquired actual knowledge of the contents of all documents and any other information made available in writing by the Principal to the Contractor for the purpose of tendering; and
- (b) obtained and properly examined all information relevant to the risks, contingencies and other circumstances that may have had an effect on its tender and which was obtainable by the making of reasonable enquiries; and
- (c) satisfied itself as to the correctness and sufficiency of its tender and that the Contract Price covers the cost of complying with all its obligations under the Contract.

4.5.2 Failure by the Contractor to have done all or any of the forgoing shall not relieve the Contractor of its obligation to perform the Contract in accordance with the terms of the Contract.

4.6 COMPLYING WITH STATUTORY REQUIREMENTS

The Contractor shall comply with the requirements of all applicable Acts, statutes and laws and all ordinances, rules, regulations, by-laws, orders and proclamations, throughout the performance of the Contract. If a requirement is at variance with a term of the Contract the Contractor shall notify the Principal in writing. If such a requirement necessitates a change to the work under the Contract, the Principal may order a variation. Except to the extent that a variation is ordered by the Principal as set forth above, the Contractor shall bear the cost of complying with the requirement.

4.7 INDEMNITY

4.7.1 The Contractor shall indemnify and keep indemnified the Principal against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal or employees, professional consultants or agents of the Principal or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the purchase or the supply of services by the Contractor or its employees, agents or subcontractors and also from any costs and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding.

4.7.2 Notwithstanding the preceding paragraph, the contractor shall not be rendered liable for personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Principal of any provision of the contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the principal nor for any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

4.8 CONDITION OF PLANT

All Plant supplied is on an as is where is basis with no guarantee express or implied regarding the condition of the Plant.

4.9 EXPENSES OF DELIVERY

Unless otherwise provided in the Contract, the Contractor shall pay all packaging, freight, insurance, and other charges whatsoever, in connection with the collection of Plant.

4.10 OWNERSHIP

The ownership of the Plant shall pass directly to the Contractor when;

- The Plant is received at the Contractors address;
- The Principal has received payment of the Plant; and
- The Contractor has taken possession of the Plant.

After the Contractor has taken ownership of the Plant the Principal takes no responsibility for the Plant.

4.11 VARIATION TO CONTRACT TERMS

None of the terms of the Contract shall be varied, waived, discharged or released either at law or in equity, except by the express written agreement of the Principal.

4.12 PRICE BASIS

Prices under the Contract shall be fixed for the period of the Contract.

4.13 PAYMENT

4.13.1 Unless otherwise provided in the Contract all payments shall be made at the time of collection of the Plant,

4.13.2 Failure by the Contractor to pay the amount payable at the due time may be grounds to invalidate or avoid the Contract.

4.14 GOODS AND SERVICES TAX

For the purposes of this clause:

- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- (b) "GST Act" means a A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the first time being in the State of Western Australia.
- (c) "Supply", "taxable supply" and "tax invoice" have the same meanings as in the GST Act.

4.14.1 Where the supply of Goods or any part thereof is a taxable supply under the GST Act: the Contract Price shall be inclusive of all applicable GST at the rate in force for the time being.

4.15 SETTLEMENT OF DISPUTES

4.15.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.

4.15.2 Either party may refer to an appropriate independent expert, agreed to by the parties, any Plant for examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both parties, and the expense of such reference shall be paid by the unsuccessful party.

- 4.15.3 Subject to the provisions of 4.15.2 of this clause, any dispute or unresolved claim arising out of or relating to the Contract or the breach, termination or invalidity thereof ('the dispute') shall first be the subject of conciliation before a conciliator who is either agreed to by the parties or, failing agreement, who is appointed by the President of the Institute of Arbitrators and Mediators (WA Branch).
- 4.15.4 If the dispute has not been resolved within 28 days (or such other period agreed in writing between the parties) after the appointment of the conciliator, the dispute shall be referred to arbitration to be effected :
- (a) by an arbitrator mutually agreed upon between the parties; or
 - (b) in default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators and Mediators.

In accordance with the provisions of the Commercial Arbitration Act 1985.

4.16 TERMINATION OF CONTRACT

If the Contractor fails to make payment, take possession or remove the Plant from the Principal's site nominated within 28 days then the Principal may terminate this Contract. Any monies paid by the Contractor to the Principal shall be returned 30 days from the termination of the Contract. The Principal reserves the right to deduct any associated costs for the repayment of any monies.

4.17 WAIVER

No forbearance, delay or indulgence by the Principal in enforcing the provisions of the Contract shall prejudice, restrict or limit the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

4.18 ENTIRE AGREEMENT

The Contract supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the Principal and the Contractor relating to the Plant.

4.19 RIGHTS AND REMEDIES

The Principal may exercise the rights herein conferred in addition to all or any other rights or remedies which the Principal shall or may be entitled to against the Contractor whether at law or under the Contract.

4.20 TERM OF CONTRACT

The Contract will be completed on receipt of full payment of the nominated Plant and collection of the nominated Plant.

5 TENDERER'S OFFER

5.1 OFFER FORM

**Chief Executive Officer
SHIRE OF CORRIGIN
9 Lynch Street
CORRIGIN WA 6375**

I/We (The Tenderer) _____
(BLOCK LETTERS)

of _____
(ADDRESS)

ABN/GST Status _____ ACN (if any) _____

Email Address: _____

Telephone Number: _____

Facsimile Number: _____

In response to RFT 03/2023 – DISPOSAL OF PLANT AND EQUIPMENT

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 _____ 20_____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

5.2 SCHEDULE OF RATES

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

| Vehicle Description | Price (Excluding GST) | GST | Price (Including GST) |
|--|----------------------------------|------------|----------------------------------|
| (1HLL309) 2005 Mitsubishi Water Truck | | | |
| (CR4184) 1982 Pannell Vibrating Roller | | | |
| Sylvania Briteline Oval Lights | | | |
| Horwood Bagshaw Fertiliser Spreader | | | |