# **WEST DALY REGIONAL COUNCIL**

# TENDER FOR THE SUPPLY OF ONE (1) – MOTOR GRADER

# **SPECIFICATION**



Tender No	WDRC-2024-04
Contact Information	
Project Manager	Pero Peric
Phone	08 7922 6406
Email	WDRCtenderenquiries@westdaly.nt.gov.au
Tender Closing Information	
Date	15-May-2024
Time	02:00 PM
Tender Lodgement Email:	tenderlodgement@westdaly.nt.gov.au

#### **General Conditions of Contract**

#### 1. General

This specification is for the supply of (1) Motor Grader to the West Daly Regional Council as advertised. **Offers close at 2:00 pm on 15th May**, **2024.** 

Tenders are to be submitted via email to; tenderlodgement@westdaly.nt.gov.au.

Suppliers are advised to familiarise themselves with the specification especially the training requirements.

Council will only accept offers submitted electronically with complete details to the Tender Lodgement email address.

The Council's total budget for this tender is \$220,000 excluding GST, and any offers above this amount will not be considered.

# 2. Delivery and Registration

The Motor Grader shall be registered (as roadworks) and delivered, inclusive of all paper work, to Council's Workshop located in Wadeye, Northern Territory. The number of weeks to delivery from the official order date must be nominated.

#### 3. Statutory Requirements

The Motor Grader shall comply with all State and Federal statutory authority requirements.

#### 4. Warranty

The supplier will make a clear statement in writing of the warranty offered.

If any extended warranty is offered this should be clearly stated with any additional terms and conditions that may apply.

The Motor Grader should be available so that the Council can conduct an independent mechanical assessment if needed.

#### 5. Workshop Manuals

The successful supplier shall supply one (1) <u>full</u> set of parts books, containing workshop manuals and operator instructions for the make and model of the Motor Grader supplied.

### 6. Goods and Services Tax (GST)

The supplier hereby acknowledges and agrees that the offered amount is inclusive of

Goods and Services Tax and all other direct or indirect taxes. The offered amount is not subject to any later adjustment by the supplier except as specifically provided for in the contract.

The offered amount should include any allowance for Goods and Services Tax. The supplier must show both the total amount payable by Council as the offered amount and the portion of such amount, which is represented by Goods and Services Tax.

The supplier acknowledges and agrees that it is a condition of the contract that if any amount is claimed as Goods and Services Tax the supplier shall be obliged to issue to Council a tax invoice in respect of any such amount.

#### 7. Completion of Documents

Completion of all the information required assists in the assessment of the various offers. Failure to complete documentation could result in disqualification from the quotation process.

#### 8. Price

To ensure prompt payment, all necessary paperwork should be presented upon delivery of the Motor Grader to Council's Workshop Manager, in Wadeye.

Payments will be made within thirty (30) days of receipt of the necessary paper work.

#### 9. Risk Assessment

The supplier shall supply a <u>full</u> risk assessment of the plant/vehicle offered, which must be provided with the submission.

The grader needs to be WH&S compliant.

#### 10. Assessment Criteria

Any of the following criteria may be used for assessing offers:-

- a. Compliance with the technical specification required
- b. Net present value of the motor grader
- c. Product support availability
- d. Cost to operate
- e. Parts pricing (note: a price list of consumable parts will be supplied on the form attached)
- f. Additional technical features, not specified, appropriate to Council's operation.

#### 11. Acceptance

Council reserves the right to select the most advantageous offer for the item/s detailed in this specification. Suppliers should familiarise themselves with this specification.

Submission of an offer acknowledges that the supplier is fully aware of the

requirements of this specification.

The suppliers are advised that the lowest or any offer will not necessarily be accepted.

## **TENDER FORM – Formal Offer**

Contract no.:		Project:			
Tenderer:					
Deviate and office	. address.		Duainese es	ldusse.	
Registered office	address:		Business ac	aress:	
Telephone:			Facsimile:		
Email:					

All Tenderers are required to complete the following table:

Legal structure	Name	Australian Company Number (ACN)	Australian Business Number (ABN)
Company			
Trust *			
Individual			
Partnership			

<sup>\*</sup> Include details of both the trust and its trustee, including a copy of the Trust Deed and all amendments to it.

The Tenderer named above, hereby offers to provide Goods, Works and/or Services in accordance with:

- (a) Conditions of Tendering;
- (b) Conditions of Contract;
- (c) Any addenda to the above;
- (d) This Tender including all its schedules.

The Tenderer also acknowledges that if it is the successful tenderer, the details from these Tender Return Schedules shall be incorporated into the Conditions of Contract and the Tenderer shall be required to execute a formal contract in those terms.

The Tenderer warrants and represents that:

(a) It has fully acquainted itself with all of the documents referred to in the Tender and all matters relating there to;

- (b) Agrees to be bound by the Conditions of Tendering;
- (c) All of the information provided in its tender is true and correct;

- (d) It has made its own enquires and investigations and has had the opportunity to obtain professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its tendered price; and
- (e) It has allowed for all such risks and contingencies in its tender price.

Tenderer confirms amendments have been signed and returned:

Tenderer to sign and return any amendments issued during the tender period (if any) in confirmation of their receipt.

Signature:				
Conflicts	of interest			
	all confirm whether there exists any interests, relationships (including those s and employees) or clients that may or do give rise to a conflict of interest:	Yes√	No ✓	
that conflic	If 'Yes', as an attachment to this declaration the Tenderer shall detail the area in which that conflict or potential conflict does or may arise and provide details of strategies for preventing conflicts of interest.			
Executed by Auth	orised Officer of Tenderer who has delegated authority to enter into a co	ntract:		
Signature:				
Name and Title:	Date:			
Signature of witnes	ss:			
Name of witness:	Date:			
Contact person	for enquiries about this tender			
Name:				
Position:				
Address:				
Telephone:				
Mobile:				
Email:				

(Attach details, as required)

# **Statement of Conformity**

The Tenderer is to signify whether or not its Tender conforms in all respects to the requirements of the Tender Documents by indicating below:

Does the Tender conform?	Yes ✓ No ✓
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If the Tender does not conform to all the requirements of the Tender Documents, the Tenderer must list below all areas of non-conformity and the reasons therefore, and must value each area of non-conformity so that, in the event such non-conformity is deemed acceptable, the comparative tender price can be adjusted accordingly. If any non-conformity is not priced and/or is determined to be unacceptable, the Tender may not be further considered.

Area of non-conformity and reason	Value of

# **Collusive Tendering – Statutory Declaration**

l,	(Full name),
(Position)	
of	
 (Name of Tenderer)	
(Address of Tenderer)	
do solemnly and sincerely declare that:	

#### 1. Definitions

In this Statutory Declaration:

'Bidders' means any tenderers for the Contract and includes the Tenderer;

**'The Contract'** means the Contract to which this Tender and Statutory Declaration pertains;

'Industry Association' means any organisation of which bidders are members;

'The Tenderer' means (insert name of company, other body corporate, firm, or individual);

**'Tender Price'** means the amount or amounts indicated by a Bidder as the lowest amount or amounts for which that Bidder is prepared to perform the Contract.

#### 2. Introduction

2.1 I hold the position of (insert title)

of the Tenderer and am duly authorised to make this declaration on its behalf.

2.2 I make this declaration on behalf of the Tenderer and on behalf of myself.

#### 3. No Knowledge of Tender Prices

Prior to the Tenderer submitting its tender for the Contract, neither the Tenderer, nor any of its employees or agents, had knowledge of the Tender Price, or proposed Tender Price, of any Bidder (other than the Tenderer) who submitted, or proposed to submit, a tender for the Contract.

#### 4. Disclosure of Tender Price

Neither the Tenderer, nor any of its employees or agents has disclosed nor will they disclose prior to the Closing Date the Tenderer's Tender Price to:

- 4.1 any other Bidder who has submitted or will submit a Tender for the Contract;
- 4.2 any other person, company, body corporate, or firm proposing to submit a Tender for the Contract:

4.3 any person or organisation connected or associated with a Bidder, person, company, body corporate, or firm of a kind referred to in Clauses 4.1 or 4.2.

#### 5. Provision of Information

Except as stated herein, neither the Tenderer, nor any of its employees or agents, has provided or will provide information to:

- 5.1 any other Bidder who has submitted or will submit a Tender for the Contract;
- 5.2 any other person, company, body corporate, or firm proposing to submit a Tender for the Contract; or
- 5.3 any other person, company, body corporate, or firm for the purpose of assisting in the preparation of a tender for the Contract.

Exceptions:	

#### 6. Genuine Competition

The Tenderer is genuinely competing for the Contract.

# 7. Industry Association Agreements

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding, other than as disclosed to the Council in the Tenderer's Tender, that the successful Bidder for the Contract will pay any money to, or provide any other benefit or other financial advantage to, an Industry Association in respect of the Contract.

#### 8. Unsuccessful Tenderers' Fees

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that the successful Bidder for the Contract will pay any money to, or provide any other benefit or other financial advantage to, any other Bidder who unsuccessfully tendered for the Contract.

#### 9. Qualifications to Tenders

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that Bidders for the Contract would include an identical or similar condition or qualification in their Tenders for the Contract if any such condition or qualification is included in the Tenderer's Tender.

This declaration is true and I know it is an offence to make a statutory declaration knowing it is false in a material particular.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths, Affidavits and Declarations Act*.

Declared at,)
in the,)
this day of20)
(Signature of person making the declaration)
In the presence ofSignature of witness (this may be any adult person) Witness to print his or her full name
Witness address or telephone number

# **Financial Details**

# 1. Tenderer's bank:

Full Trading Name:	
Branch:	 
Address:	 
Contact person:	 Title
Telephone:	 Facsimile

#### SUPPLY OF MOTOR GRADER SPECIFICATION

The Motor Graders tendered shall have the "minimum" requirements, unless otherwise nominated, specified below:

# Class Range:

Net engine power >110 kW <=125 kW & 135 KW to 145 KW.

Operating Weight including Scarifier/Ripper:

Greater than > 16,700 kg, without the spare wheel or any counter weight.

Front Axle Applied Ground Pressure:

The Motor Grader will have a front axle weight of >= 4,600 kg without the spare wheel. This may be achieved through a counter weight mounted to the push plate. Water in the tyres will not be accepted as a counter weight.

#### **Engine:**

Diesel, Net Rated SAE Power >=110 kW & 135 KW Turbo timer (if applicable)

#### Drive:

Tandem 4 wheel drive

#### Transmission:

Powershift with direct drive. Hydroshift will be considered.

#### **Circle Drive Slip Clutch:**

The Motor Grader will be fitted with circle drive slip clutch.

#### Air System

The compressor must be driven by the engine system and able to keep up pressure for towing trailers and caravans

#### **Blade Operation:**

The Motor Grader will have hydraulic operational facilities to alter the pitch of the blade.

The blade must have a facility that allows the blade to be positioned outside the width of the rear tandem drive for batter work. The blade must be 14 Feet long.

#### **Slope Metre:**

The Motor Grader will be fitted with a bubble type slope meter in the cab.

#### **Neutral Start:**

The neutral start switch must allow the Motor Grader to be only started in neutral or park positions of the transmission.

#### **Brakes:**

- Service; power assisted hydraulic system. The Service brake must have the capabilities of stopping the Motor Grader in a distance of 14 metres from a speed of 30 kM/h.
- 2. <u>Park;</u> must be capable of holding the Motor Grader on an incline 15%, i.e. approximately 1 in 7, or 9 degrees.

#### Wheels & Tyres:

There will be seven (7) wheels and tyre assemblies inclusive of one spare. The tyres will be steel radials of a 12 Ply rating (Fat Tyres not Skinny Tyres)

#### Steering:

The Grader will be fitted with Power Steering.

#### **Emergency Stop Device:**

An emergency stop must prominently located in the cab, easily accessible to the operator, and be clearly and durably labelled. An electric ignition switch mechanism is acceptable.

#### Sound Level:

The sound level of the machine at a seven- (7) metre radius, with the engine at full throttle, will not exceed 85-dB (A)

#### Horn:

The Motor Grader must be equipped with a clearly audible horn that has noise level above that of the Motor Grader. The horn's base level shall be not less than 90dB (A) measured at a distance of 1 metre. Exhaust whistles, compression whistles, sirens or alternating tone horns are not acceptable.

#### **Reverse Warning System:**

The Motor Grader will be fitted with reversing lights and an alarm system, which is automatically activated when reverse gear is selected. The alarm must be mounted with unobstructed "vision" of the rear of the Motor Grader. The alarm output must vary in response to changes in the surrounding noise level, be clearly audible above noise level of the plant. The alarm's base level shall be not less than 87dB (A) and a maximum sound level of not more than 112 dB (A) measured at a distance of 1 metre.

#### Amber Beacon/s:

The Motor Grader will have two externally mounted rotating amber beacons, one at the top front left-hand corner and one at the top rear right hand corner of the cab. The top of the beacons will be flush with the top of the cab and have a protective shield, if applicable, to stop the flash of the beacon obstructing the vision of the operator. The beacons will have a mesh protective cage bolted over them. The mount and the cage will be painted to match the cab. The amber beacons will be wired through the ignition switch and activated whenever the Motor Grader is in the on or accessory position. The beacons shall be clearly visible in normal daylight at a distance of 200 metres in all directions. The beacon shall use a minimum of 55 watts bulb/globe.

# **Machinery Guards:**

All rotating, moving or hot components must be fitted with an appropriate safety guard to prevent injury to any person.

#### Cab:

- \* Air Conditioning; Heating and Cooling. Factory fitted system.
- \* Maximum noise level in the enclosed cab will not be greater than 78 dB (A) with the engine running at full throttle.
- \* Water tank for cleaning hands
- 12 volt Anderson plug at rear of grader on left hand side near fuel tank (to power
   12 volt fuel pump) accessible from ground level
- \* Electrophone UHF Radio
- \* Extra tinted safety glass
- \* Front, rear and blade vision windscreen wipers and washers with all wipers
- \* Mirrors; Two (2) external West Coast type or similar. One (1) internal.
- \* Seat cover
- \* External fire extinguisher

#### Instrumentation:

Tachometer, hour meter, oil pressure light /gauge, Amp meter light /gauge, Fuel gauge, Coolant temperature light/gauge, and Transmission temperature light/gauge.

#### Security:

The Motor Grader must have lock up facilities on the engine cover, radiator, fuel and any oil filling facilities that are exposed. The Motor Grader will be supplied with three- (3) keys to every lock inclusive of ignition switch.

#### **Tool Box:**

The waterproof toolbox will be mounted in a convenient location. However the minimum size of the toolbox will be 1m long x 300 mm Depth x 230 mm high. The minimum door opening of the box will be 1,000 mm x 300, mm with lockable features.

#### Scarifier/Ripper:

Hydraulic operated with nine (9)-scarifier tines and three (3)-ripping tines at rear of grader.

#### Air Inflation Hose:

The Motor Grader will be fitted with 2 facilities, one to enable the operator to check and maintain the tyre pressure on the motor grader, the other will be mounted inside the cabin to assist with dust extraction.

#### **Work Light:**

The Motor Grader will be fitted with work lights and protective mesh shields that have the capacity to light the work area to an acceptable standard, within a seven- (7) metre radius of the Motor Grader.

- 2 lights at the outer top front of the cab
- 2 lights at the outer top rear of the cab
- 2 lights for clear vision of the blade.
- 2 lights each side of cab middle of top of door

#### **Spare Wheel Mount:**

The spare wheel will be mounted on the front of the Motor Grader. The mechanism will allow the spare wheel to be removed and replaced by one person working within the requirements of WH&S and Workcover requirements. Should a winch mechanism be used it will meet the WH&S and Workcover requirements inclusive of an automatic slip clutch and lifting/pull force that will allow ease of operation for the single operator. Should a hydraulic mechanism be used it will be fitted with a lock valve. The spare wheel will be mounted to the steel slide on a circular plate (to enable the wheel to be fixed without using wheel stud holes) and locked in position by a steel circular plate using 2 bolts.

The slide will have a positive locking mechanism (eg 2 Bolts of a suitable size) that fixes the slide plate in the travelling position. When the spare wheel is locked in the travelling position it will have a ground clearance of > 600 mm and not impair the vision of the operator. I.e. if practical not protrude above the height of the main frame.

Additionally the spare wheel mount mechanism should provide a facility to allow

the bottom of the wheel, to be raised to a height of > 600 mm to 700mm from the ground to enable the spare wheel to be loaded onto the back of a light commercial vehicle.

#### Fuelling:

To satisfy WH&S requirements, the refuelling point is to be located so as to be able to access from ground level.

#### Towing:

The Motor Grader shall have the capacity to tow implements up to 16 tonne. (Fuel trailer, caravan or roller)

#### **Tow Bar:**

The Motor Grader will have one (1) forked tow bar welded, centrally, to the Scarify/Ripper frame and be capable of towing implements up to 16 tonne. The tow bar will be of the forked type with a 50-mm pinhole in the centre of the fork. The distance between the forks will be > 75 mm and be made out of suitable materials and size to suit the output of the Motor Grader. Additionally the Motor Grader will have facilities (Duro Couplings) at the rear for air brakes with controls located within the cabin of the Motor Grader.

# 24 to 12 Volt Reducer Kit: (24 to 12 Volt if applicable)

The Motor Grader must have a 12-Volt, 10 AMP, outlet in the cab to operate various accessories.

A 12-volt outlet 7 pin flat type plug to services the lights of towed trailer (Fuel tanker) at rear of grader

A 12-volt facility to operate a fuel tanker pump with a large grey Anderson plug (175amp) Mounted on rear left hand side of grader. Easily accessible from ground level.

#### Filters:

A full set of replacement filters to be supplied with the Grader for 1,000 hour service

#### **Manufacturers Specifications:**

Manufacturer's specification and current literature on tendered machine must be submitted with tender.

#### **Non Conforming Tenders:**

Alternatives to Council's specification may be considered. Tenderers are to indicate where their tender varies from Council's specification.

#### **Demonstration:**

Tenderer may be required to arrange a demonstration of plant, at a time mutually agreed to by the tenderer and council.

#### Oils:

Caltex and or Castrol oils are used by Council, the tenderer needs to specify correct types of oils needed for this machine (engine, transmission etc).

# Trade-in

Council's 1993 Caterpillar 140, with approx. 15,500 hours is offered for trade-in.

Make: Caterpillar 140

• Year of manufacture: 1993

Registration: SV3018 (NT)

• Working hours: 15,500

#### **WEST DALY REGIONAL COUNCIL**

# **TENDER FORM**

# **SUPPLY & DELIVERY OF ONE MOTOR GRADER**

NET PRICE COMPLETE	TRADE-IN / PURCHASE	NET PRICE WITH TRADE-IN	NET PRICE WITHOUT
(Including GST)	ALLOWANCE		TRADE-IN

As per Council's Specifications as read and understood.

MAKE & MODEL OF PLANT TENDERED:	
OTHER DETAILS:	See Tender Questionnaire attached.
NAME OF FIRM:	
CONTACT:	
ADDRESS:	
SIGNATURE:	
DATE:	

# **WEST DALY REGIONAL**

# **TENDER QUESTIONNAIRE**

# SUPPLY & DELIVERY OF ONE ERG CLASS MG8 MOTOR GRADER

1. Name of Tenderer:
2. Address:
3. Telephone Number:
4. Contact:
5. Make & Model of Plant Tendered:
6. Delivery Date:
7. Date of Manufacture:
8. Warranty (Give brief details):
Normal Warranty (include items not manufactured by tenderer):
10. Extended or Special Warranty:
11. Terms of Payment or Deferred Payments Plan (Give brief details):
12. Engine Make & Model No:
13. Net Engine Power (kW @ rpm):
14. Maximum Torque (Nm @ rpm):
15. Engine Displacement (lit):
16. Number of Cylinders:
17. Operating Weight excluding Ripper (kg):
18. Transmission Type:

19. Drive:	
20. Gear Speeds - fwd & rev (Gear No. : km/h):	
21. Maximum Travel Speed:	
22. Fuel Tank Capacity (litres):	
23. Wheel Base Length (mm):	
24. Tyre Size, Ply, Type:	
25. Lights Details:	
26. Cabin Noise Rating (dB(A)):	
27. Nearest Service Facility:	
28. After Sales Service Backup Details:	
29. OPTIONAL EQUIPMENT:	
Price (Including GST) \$:	
20 5 7 7 5 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	
30. Estimated Economical Life: Hours:	Years:
24 Decale Value (aumphy information to substantiate models values):	
31. Resale Value (supply information to substantiate resale values):	
32. Ten (10) years:	
33. Fifteen (15) years:	
34. Twenty (20) years:	