



REQUEST FOR TENDER

SPECIFICATION

Request for Tender:	Eight (8) Artesian Bathtubs One (1) 10 Stud roller tyre Five (5) Push bikes Two (2) Water pumps One (1) Pressure washer One (1) Pressure washer hose Two (2) Push mowers Two (2) Drain Cleaners Three (3) Rods Two (2) Sewerage Pumps
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Closing Time:	5pm, Thursday 1 st September 2022
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Tender Number:	T2223002
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From:	Chief Executive Officer
Organisation:	McKinlay Shire Council
Address:	29 Burke Street, Julia Creek
Fax No:	07 4746 7549
Phone No:	07 4746 7166
Date:	18 August 2022

THIS REQUEST FOR TENDER IS NOT AN OFFER. THE REQUEST FOR TENDER IS AN INVITATION FOR PERSONS TO SUBMIT AN OFFER TO PURCHASE THE GOODS PARTICULARISED IN THE SPECIFICATION.

1. Introduction

An invitation is extended to submit a written tender for the purchase of various items as per Section 2 of this tender. All items are to be collected from the McKinlay Shire Council Depot, 9 Coyne Street, Julia Creek QLD 4823.

Items can be inspected by contacting Council on 47467166

2. Particulars

- Item 1: One (1) Artesian bathtub
- Item 2: One (1) Artesian bathtub
- Item 3: One (1) Artesian bathtub
- Item 4: One (1) Artesian bathtub
- Item 5: One (1) Artesian bathtub
- Item 6: One (1) Artesian bathtub
- Item 7: One (1) Artesian bathtub
- Item 8: One (1) Artesian bathtub
- Item 9: One (1) 10 stud roller tyre
- Item 10: Pink Push bike
- Item 11: Aqua Push bike
- Item 12: Blue Push bike
- Item 13: White Push bike
- Item 14: Yellow Push bike
- Item 15: Subaru Water pump 6HP Engine serial: T1623344
- Item 16: Robin Subaru Water pump 3.7/4000 KW Serial: 3274857
- Item 17: One (1) Power built pressure washer 2600 PSI Serial: 12340033
- Item 18: One (1) Pressure washer hose
- Item 19: Ross Push mower 3.75HP Petrol Serial: RGPM139
- Item 20: Rover Push mower Model No: 19045
- Item 21: Rothenberger R750 Drain Cleaner
- Item 22: Ridgid Kollman Drain Cleaner
- Item 23: 3x Rods
- Item 24 and 25: 2x Flygt Sewerage Pumps

3. Photographs

ITEMS #1 TO #8



ITEM #9



ITEM #10



ITEM #11



ITEM #12



ITEM #13



ITEM #14



ITEM #15



ITEM #16



ITEM #17



ITEM #18



ITEM #19



ITEM #20



ITEM #21



ITEM #22



ITEM #23



ITEM #24



ITEM #25



4. Implementation Timetable

The successful Tenderer(s) will be notified within 30 days of the Closing Time.

5. Conditions of Tender

5.1 Tendered Price

The Tendered Price must include GST.

5.2 Lodgement of Tenders

Tenders must be submitted duly signed and in a sealed package clearly endorsed with the Tender Title, Tender Number, marked Confidential and must be addressed to:

The Chief Executive Officer
McKinlay Shire Council
PO Box 177
Julia Creek Qld 4823

Or hand delivered to:
McKinlay Shire Council Administration Office
29 Burke Street
Julia Creek Qld 4823

Or emailed to:
tenderbox@mckinlay.qld.gov.au

5.3 Tender Closing Time

- a) Tenders will close at the time state on the front cover of this request for tenders ('Closing Time')
- b) Only those Tenders received by the Closing Time will be considered.
- c) Tenders that are mailed will be dated and time stamped when received.
- d) The Local Government will accept no responsibility in the event that a Tender is not received by the Closing Time.

5.4 Informal Tenders

Any Tender may be rejected if it:

- e) Does not comply with the requirements of the Specification or this Request for Tender; or
- f) Contains any provisions not required by this Request for Tender.

5.5 Acceptance of Tender

The Local Government is not bound to accept the highest or any Tender.

The Local Government may accept part of a Tender.

The Tenderer's offer is irrevocable and will remain open for acceptance by the Council for a period of 30 days after the Closing Time.

The Local Government will notify the successful Respondent(s) that its tender has been accepted in writing.

This Request for Tender together with the Local Government's written acceptance of Tender, shall constitute the Contract between the Local Government and the successful Respondent.

5.6 Payment

Within 14 days of receipt of the Local Government's written acceptance of Tender and receipt of a Tax Invoice the successful Respondent must pay the Tendered Price for the goods by way of cleared funds. The successful Respondent may make payment by cash or bank cheque delivered to the Local Government's address as stated in this Request for Tender or alternatively by direct transfer or Bpay as per Tax Invoice.

If the successful Respondent does not pay the Tendered Price in accordance with the previous paragraph then the Local Government shall be entitled to:

- a) terminate the Contract

For clarity, if the Local Government elects to exercise its right under paragraph (b) above this will not prevent the Local Government from subsequently exercising its right under paragraph (a) and vice versa.

5.7 Title

Title to the goods free of encumbrances and all other adverse interests will pass to the successful Respondent on the receipt of payment in full by the Local Government. For clarity, even after delivery, the goods will remain the property of the Local Government until all outstanding debts owed by the successful Respondent to the Local Government, including part paid debts and secured debts, are paid.

5.8 Collection

The Respondent must collect the goods no later than 14 days from the date of receipt of payment in full by the Local Government. If the successful Respondent fails to collect the goods within this timeframe for collection then the Local Government shall be entitled to:

- a) accept the goods for storage;
- b) charge a fee for storage of the goods of \$10 per day up to and including the date of collection of the goods or the date the Local Government exercises the right of sale referred to in paragraph (c) below (whichever is the earlier); and/or
- c) if the goods remains uncollected for longer than 6 months after the date on which the successful Respondent was required to collect the goods, then subject to its obligations under the *Disposal of Uncollected Goods Act 1967* (Qld), exercise a right of sale over the goods in accordance with that Act.

5.9 Risk

The risk in the goods remains with the Local Government until the date of issue of the written acceptance of Tender after which date the successful Respondent shall assume the risk in the goods.

5.10 Disqualification of Tenderer

Any Tenderer who directly or indirectly canvasses support from an elected member or servant of the Council will be disqualified.

5.11 Limitation of liability

- a) The goods is sold in an as is condition. The successful Respondent acknowledges that:
 - i. prior to submitting its tender, the successful Respondent conducted a thorough examination of the goods;
 - ii. no warranty, condition, description or representation in relation to the goods is given by the seller, expressly or impliedly by this agreement or outside this agreement; and
 - iii. all warranties, conditions, guarantees and terms in relation to the state, quality or fitness of the goods and of every other kind whether expressed or implied by use, statute or otherwise are excluded.
 - b) The Local Government is not liable for physical or financial injury, loss or damage or consequential loss or damage of any kind arising out of:
 - i. the supply, layout, assembly, installation or operation of the goods; or
 - ii. the Local Government's negligence or other act or omission.
 - c) The maximum liability of the Local Government in connection with the sale of the goods for any reason whatsoever, whether arising in tort or contract or any other cause of action, is limited to the successful Respondent's Tendered Price.
 - d) The Local Government will only be liable to compensate the successful Respondent for any claim arising out this agreement, whether arising in tort or contract or any other cause of action, if the successful Respondent notifies the Local Government of the claim that it has against the Local Government within 3 months after the successful Respondent first became aware (or ought to have become aware) of the entitlement to make the claim or 6 months after the Closing Time (whichever is the earlier).
 - e) Clauses 5.11(a), (b), (c) and (d) are subject to any statutory rights which cannot be excluded (including under the Australian Consumer Law).
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FORM OF TENDER T2223002

To: Chief Executive Officer
McKinlay Shire Council
PO Box 177
Julia Creek Qld 4823

I/We the undersigned hereby provide a Tender for the purchase of the following goods. The Tendered consideration is provided in the Price Schedule submitted with this Tender.

Name of Respondent:	
Full Name of Company:	
Address of Company:	
Phone Number:	
Fax Number:	
Mobile Phone Number:	
Email:	

PRICE SCHEDULE

Description of Goods (insert item number from part 2 above) (Please complete one form per item if submitting a tender for numerous items)	
Price Tendered (ex GST)	
GST Component	
Price Tendered (inc GST)	

Signature: _____

Full Name: _____

DATED this _____ day of _____ 20____