



DEPARTMENT OF LOCAL GOVERNMENT AND ADMINISTRATIVE SERVICES  
Commonwealth Centre, Cnr. Spring and Latrobe Streets, Melbourne 3000.

FOR OFFICE USE ONLY

PURCHASING AND SALES DIVISION

REQUEST FOR TENDER  
FOR THE

(Id. wp:pu:am3)

PURCHASE AND REMOVAL OF DAKOTA AIRCRAFT

REQUEST NO. TV500/5/338B

CLOSING DATE: 2 P.M. FRIDAY, 17 JULY 1987

1. LODGEMENT OF TENDERS: Tenders will be received until two o'clock (P.M.) local time on the closing date at the address shown below. Tenders must be enclosed in a plain envelope endorsed with the REQUEST NO. and the CLOSING DATE shown above and addressed to:

Manager - Victorian Region  
Purchasing and Sales Division  
Department of Local Government and  
Administrative Services  
8th Floor, Block 1, Commonwealth Centre  
Cnr Spring and Latrobe Streets  
Melbourne, Vic. 3000

Alternatively tenders may be lodged by Telegram addressed to "PURDIS MELBOURNE", or by Telex to 38005. (Refer the attached Guide to Tenderers).

2. LOCATION AND INSPECTION:

Dakota Aircraft -

Item 1 - The aircraft is located at the RAAF Base, Laverton, Victoria. Inspection can be arranged by contacting Corporal P. Connane Telephone No. (03) 368 2717.

3. LATE TENDERS: Tenderers are referred to the attached sheet "Guide to Tenderers" for further information.

4. ENVELOPES: Where tenders on more than one schedule are being forwarded at the same time, each should be enclosed in a separate plain envelope appropriately marked.

5. ALTERATIONS, ERASURES OR ILLEGIBILITY: Tenders having alterations or erasures therein and tenders in which prices are not legibly stated are liable to rejection.

6. ACCEPTANCE: The highest or any tender will not necessarily be accepted, and no tender shall be deemed to have been accepted unless and until the fact of such acceptance has been notified to the tenderer in writing for and on behalf of the Commonwealth of Australia.

NOTE: If an acceptable purchase price is not received the Commonwealth reserves the right to negotiate an acceptable price.

7. SECURITY BOND: A payment by way of a security bond of 5% of the total value of the tendered price must be lodged with this tender.

Such bond must be payable to the Commonwealth of Australia and in a not negotiable form.

Any payment by way of security bond lodged under this condition shall be returned to an unsuccessful tenderer upon notification that the tender has been unsuccessful and in the case of a successful tender, shall be returned only after payment and delivery of the items has been effected.

Any security bond lodged hereunder by a successful tenderer will not be capable of being transferred or otherwise credited towards part payment for any item purchased.

8. CONDITIONS OF CONTRACT: This offer to purchase shall be deemed to have been submitted subject to the Special Conditions (if any) attached hereto and to the General Conditions of Contracts arranged by the Purchasing and Sales Division for Disposal of Goods (Contract Form "D") except to the extent that such General Conditions conflict with any provision of the Special Conditions. Such General Conditions (except to the extent that they conflict as aforesaid) shall be deemed to be incorporated in and form part of the contract between the purchaser and the Commonwealth. Tenders shall be deemed to have been submitted in accordance with and subject to the foregoing conditions of sale which upon acceptance of a tender shall be incorporated in and form part of the contract between the purchaser and the Commonwealth. COPIES OF CONTRACT FORM "D" MAY BE OBTAINED AT THE ADDRESS SHOWN ABOVE.

9. CONDITION: The following information is furnished on the strict understanding that it is intended to serve only as a guide to prospective tenderers in the appraisal of the item.

Dakota Aircraft: The aircraft is in good condition however the removal of the radio and direction finding equipment has resulted in an opening in the fuselage approximately 30 cm in diameter. Log books are available for inspection. The Log books may be inspected at this Department's Melbourne Office, whose address is shown on the front page of this Request for Tender.

No guarantee of condition is given and the aircraft is offered for sale on a "as is where is" basis in accordance with the General Conditions of Contracts for Sale of Goods (Contract Form "D"). Prospective tenderers should, therefore, satisfy themselves as to the condition of the aircraft before submitting a tender.

10. PAYMENT: The successful tenderer will be required to effect payment for the goods in Australian currency by cash or banker's cheque bank draft or certified bank cheque only prior to taking delivery and within fourteen (14) days from the date of acceptance of tender.

11. DELIVERY: Delivery is to be taken from the nominated holding depot within twenty-eight (28) days from the date of acceptance of tender.

All expenses whatsoever incurred in connection with the taking of delivery shall be borne by the purchaser.

12. LIFTING FACILITIES: No lifting facilities are available for the Dakota and no assistance in removing the aircraft, mechanical or manual, will be given by Commonwealth personnel.

13. INDEMNITY: As from the actual date of payment the purchaser shall be wholly responsible for custody, control, dismantling and removal of the aircraft and shall assume all risk of, and responsibility for, damage, loss or injury which may be sustained by the purchaser, or any other person, in effecting delivery.

The purchaser shall indemnify the Commonwealth against all claims, demands, actions or suits howsoever arising in connection with the item sold.

The purchaser undertakes that he will not make any claim against the Commonwealth Government, its officers, and/or servants in respect of any loss, injury or damage suffered by him or his agents, in taking delivery of the item or in any way connected with its removal by the purchaser from the present location and hereby indemnifies the Commonwealth, its officers and/or servants against any such claim which may be made by his servants and/or agents.

Any damage caused to property or equipment in the area concerned shall be made good by the Purchaser at his own expense and the property or equipment restored to a condition equal to its present condition.

14. DELIVERY OF AIRCRAFT AND TRANSFER OF RISK AND PROPERTY THEREIN: Notwithstanding anything to the contrary elsewhere contained herein, both property and risk shall pass forthwith to the purchaser upon payment in full being made in accordance with Clause 10 hereof.

15. RESTRICTIONS: Dakota Aircraft: The lodgement of tenders for the aircraft is restricted to the following:

- (i) Overseas buyers or local buyers who undertake to export the aircraft outside Australian territory.
- (ii) Local buyers who give an undertaking satisfactory to the Australian Government that the aircraft will be scrapped.

15. RESTRICTIONS: (Cont'd)

(iii) Holders of Australian Airline Licences or Charter Licences currently authorised to operate this type of aircraft.

(iv) Local Buyers who give an undertaking satisfactory to the Australian Government that the aircraft will be retained for static display purposes only and will not be resold for any other purpose.

16. END USE: Tenderers must indicate in the space provided below the proposed end use of the aircraft, i.e. (i) (ii) (iii) or (iv) as shown above:

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17. FREEDOM OF INFORMATION: The Freedom of Information Act 1982 which came into operation on 1 December 1982 gives members of the public rights of access to official documents of the Commonwealth Government and its agencies. The FOI Act extends as far as possible the right of the Australian community to access to information (generally documents) in the possession of the Commonwealth Government limited only by exceptions and exemptions necessary for the protection of essential public interests and the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

## Declaration by Tenderer

I/We hereby tender and offer to purchase the goods tendered for herein, at the price/s tendered and upon and subject to the conditions referred to herein.

Enclosed herewith is † ..... for the sum of ..... (\$.....) being the

Preliminary Deposit required in accordance with Condition 7 on page 2 hereof.

† Please show here the form of deposit (e.g. cheque, etc.)

SIGNATURE		OFFICIAL POSITION HELD (i.e. Director, Manager, Secretary, etc.)	
DATE			
DULY AUTHORISED TO SIGN TENDERS FOR AND ON BEHALF OF (State full trading name)			
ADDRESS OF TENDERER		TELEPHONE No.	TELEX No.
POSTAL ADDRESS		TELEGRAPHIC ADDRESS	
SIGNATURE OF WITNESS		ADDRESS OF WITNESS	
REFER ENQUIRIES TO:			
NAME (Block Letters)		PHONE	EXT.

**SALES TAX:** In accordance with General Condition 8 of Contract Form "D", where the goods tendered for under this Schedule are subject to sales tax, applicable sales tax will be added to the tendered price/s unless the purchaser –

- (i) furnishes an Exemption Certificate in the form prescribed by the Sales Tax Authority that the goods are exempt from sales tax,
- or
- (ii) completes the following sales tax certification.

I hereby certify that .....  
is the holder of ..... (Name of State) Sales Tax Certificate No. ....

Signature .....  
(Public Officer or other authorised representative)



## GUIDE TO TENDERERS

### INSTRUCTIONS RELATING TO COMMONWEALTH OFFER<sup>o</sup> LODGEMENT AND LATE OFFER PROCEDURES

#### 1 Introduction

1.1 The following information on Commonwealth offer lodgement and late offer policy and procedures is provided for the instruction of parties submitting offers to sell to or buy from the Commonwealth. The information provided is of a general nature and relevant offer invitation documents should be consulted for details.

#### 2 Conditions of Lodgement

2.1 Place for Lodgement of Offers: The official place for lodgement of offers is the tender box (or boxes) nominated in the offer invitation documents. As a general rule, only one box will be nominated.

2.2 Reception Points: Offers will be received for transfer to the nominated tender box at the telex facility and at any other reception point expressly identified in the offer invitation documents. Offerors are advised not to attempt to leave offers for transfer to the tender box at any other point and to ensure that offers at nominated reception points are endorsed by the receiving officer with the time and date of reception.

2.3 Deadline for Receipt and Lodgement of Offers: The deadline set for the lodgement of offers is, in all cases, 2.00 pm (local time), precisely as determined by Telecom's recorded time service, on the day specified in the offer invitation documents. Reception point deadlines for the receipt of offers for transfer to the tender box may be earlier than 2.00pm and may vary depending on the proximity of the reception point to the tender box.

2.4 Extension of Deadline: The deadline set for lodgement of offers is extended only by written notice from the purchasing/disposals authority which issued the offer invitation documents. Any extension notice will be given the same distribution as the original invitation to offer.

#### 3 Preparation and Submission of Offers

3.1 Preparation Time: The time allowed for the preparation of offers, which varies according to the complexity of the requirement, is specified in the relevant offer invitation documents.

3.2 Information Required: Offerors are required to provide the following information: Date of offer; identity of offeror; identification of offer invitation document; deadline set for lodgement of offers; general description of goods or services offered and total price; description of components and unit prices; discounts; delivery; validity date of offer; country of origin/Australian or New Zealand content if appropriate; extent to which the offer complies with the proposed terms and conditions of contract set down in the invitation documents; and, any other information specified as mandatory in the offer invitation documents. Offers to sell to the Commonwealth which do not contain the specified information will not be admitted for consideration as a formal offer.

3.3 Packaging and Identification of Offers: Except where offers are delivered by means of electronic transmission, offer documents must be enclosed in a plain, sealed envelope or other container which identifies the relevant offer invitation documents, the nominated tender box and lodgement deadline.

3.4 Supporting Material: Supporting material is material, additional to the formal offer, which elaborates on or clarifies the formal offer but does not alter it in any material respect. Supporting material may be provided at any time at the request of the purchasing/disposals authority. However, unsolicited supporting material should be dispatched on or before the day set for lodgement of formal offers. The Commonwealth reserves the right to leave out of account any unsolicited supporting material despatched after this date. Material presented as supporting material which effectively alters the formal offer will not be admitted to evaluation unless it is received before the deadline for lodgement of offers.

3.5 Delivery Method: Offers may be delivered by hand (by the offeror or the offeror's private agent) or sent through the mails or telecommunications media as a postal article, telegram, telex or facsimile transmission. However, unless explicitly requested, oral offers will not be admitted and offerors are advised not to send telegrams to the purchasing/disposals authority's telephone number. Offerors should also note that as there may be considerable pressure on departmental telex facilities on the day set for lodgement of offers, appropriate allowance should be made for possible delays in transmission which may result in offers being received late and excluded from consideration. It is the responsibility of the offeror to determine whether delivery by electronic transmission is appropriate in view of the minimum information requirements of the invitation documents.

3.6 Confirmation of Offers Sent through Telecommunications Media: Offerors may elect to provide documentation confirming the text of offers sent through telecommunications media. However, the purchasing/disposals authority will make alterations to the documents recording electronically transmitted offers only as indicated in paragraph 3.7.

3.7 Alterations and Amendments: Where the intention or authorship of offer documents is unclear the purchasing/disposals authority will seek to clarify the text of the documents with the offeror. However, if the offeror's intention cannot be clarified without inviting charges of impropriety, the offer may be excluded from further consideration. Alterations will be made to offer documents only if it can be shown, to the satisfaction of the purchasing/disposals authority, that a clerical/keyboard error has been made, or, that an error has occurred in electronic transmission.

#### 4 Late Offers Policy

4.1 Definition of a Late Offer: Any offer which is lodged in the tender box nominated in the offer invitation documents after 2.00pm local time on the day nominated in the offer invitation documents, is late.

4.2 Handling of Late Offers and Criterion for Admittance: All late offers will be the subject of a decision by the purchasing/disposals authority as to whether or not they are to be admitted to evaluation. Late offers will not be admitted to evaluation unless it can be shown; by reference to the following evidence and definition, that they were mishandled by the purchasing/disposals authority or by an official postal or telecommunications service:

- (a) A late offer will be deemed to have been mishandled by the purchasing/disposals authority if it was accepted by an officer of that authority at the nominated reception point expressly for transfer to the nominated tender box at any time prior to the official deadline for the lodgement of offers;
- (b) A late offer will be deemed to have been mishandled by an official postal or telecommunications service if it was addressed to the nominated tender box and accepted by that service for delivery to the premises at which the tender box is located by the times specified in the offer invitation document. Except where the relevant tender box is located overseas, these will be as follows:
  - (i) postal deliveries from Australia and New Zealand: at least 48 hours prior to the deadline for the lodgement of offers;
  - (ii) postal deliveries from countries other than Australia or New Zealand: at least 96 hours prior to the deadline for lodgement of offers;
  - (iii) messenger delivered telegrams: at least 4 hours prior to the deadline for lodgement of offers;
  - (iv) facsimile transmission, 'Public Telex' or telex delivered telegram: at least 1 hour prior to the deadline for the lodgement of offers.

Note: offers sent by private carriers will not meet the criterion for admittance of late offers.

4.3 Evidence: In determining a late offer case, the purchasing/disposals authority will consider the following evidence:

- (a) Mishandling by the relevant purchasing/disposals authority: The date/time imprint impressed on the documents by the authority's telecommunications equipment or the personal endorsement of the officer taking receipt of the offer;
- (b) Mishandling by an official postal or telecommunications service: In the first instance, the official stamps or marks affixed to or impressed on the offer documents or the envelope or container enclosing the offer documents or, if this is not conclusive, receipts or certifications issued to the offeror by the official postal or telecommunications service.

No other marks or documents will be accepted as evidence. Offerors despatching offers through the mails or Public telex are therefore advised to ensure that appropriate receipts showing the time and date of despatch are obtained at the time of despatch or will be obtainable on request.

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\* For the purpose of these instructions the term "offer" refers to any offer to sell to or buy from the Commonwealth whether made in response to a Request for Tender, Request for Proposal, Request for Quotation, or any other written invitation to offer and to expressions of interest.