



## **PART 3 SPECIFICATION**

*Supply of Goods and/or Services under a  
Preferred Supplier LGA Arrangement*

<b>Request for Tender (RFT)</b>	<b>Plant Machinery Equipment</b>
<b>Closing Time:</b>	<b>Tuesday 28 July 2015, at 2pm AEST</b>
<b>RFT Number:</b>	<b>NPN 2.15</b>

## **1. INTRODUCTION**

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- 1.1. This specification covers the supply of “Plant Machinery Equipment” to Customers as defined in the Preferred Supplier Deed definitions across all regions of Northern Territory, Queensland, South Australia, Tasmania, Victoria and Western Australia.

## **2. BUSINESS DRIVERS**

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- 2.1. The Purpose of this panel contract is to establish a Preferred Supplier Deed, including a rates schedule, for the Supply of Plant Machinery Equipment that will deliver value for money through a combined spend arrangement for local governments and other Customers throughout Northern Territory, Queensland, South Australia, Tasmania, Victoria and Western Australia.
- 2.2. Utilise the whole of sector purchasing power to establish a Preferred Supplier Deed that delivers best price and best value for money for Northern Territory, Queensland, South Australia, Tasmania, Victoria and Western Australia local government and other Customers, including freight considerations and lead-time.
- 2.3. The expected outcomes from this Request for Tender include:
- 2.3.1. Competitive pricing based on the total combined requirements of the participating NPN Member Customers; and
  - 2.3.2. One or more panel(s) of contractor(s) to meet Customers’ varying needs and requirements for the goods and services; and
  - 2.3.3. Streamlined Customer procurement processes within each of the participating states and territories, thereby reducing procurement costs for both Customers and suppliers of Plant Machinery Equipment.

## **3. DEFINITIONS**

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- 3.1. The definitions set out in the Preferred Supplier Deed apply to this this Specification unless the context requires otherwise.

## **4. SCOPE OF REQUIREMENTS**

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- 4.1. The scope of this Preferred Supplier LGA Arrangement includes (but is not limited to) the supply of the following which are broken up into a number of categories:
- 4.2. Earthmoving Equipment, Dozers, Excavators, Loaders, Backhoes, Graders, Material-handling Equipment, Forklifts, Tele-handlers, Compaction and Road Construction Equipment, Rollers, Compactors, Profilers, All Terrain Vehicles, Work Utility Vehicles, Elevated Work Platforms, Cherry Pickers, Scissor Lifts, Tractors, Mowers, Small Engine Equipment, Chainsaws, Brush-cutters, Chippers, Mulchers, Vacuums, Compressors, Generators, Light Towers,

Powered Hand-tools, Sand Bagging Equipment and Custom/Specialised Equipment Trailers

- 4.3. Contractors shall only supply those categories of goods and services that they are appointed to.

#### **5. CATEGORY 1 – SUPPLY OF EARTHMOVING EQUIPMENT**

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5.1. This requirement comprises the following items but is not limited to:

- 5.2. Dozers
- 5.3. Dump Trucks – Articulated, Rigid Frame
- 5.4. Truck Dumpers
- 5.5. Excavators
- 5.6. Motor Graders
- 5.7. Loaders – Backhoe, Skid Steer, Wheel
- 5.8. Trenchers
- 5.9. Vacuum Digging Equipment
- 5.10. Machinery Attachments
- 5.11. Related Spare Parts and Accessories

#### **6. CATEGORY 2 – SUPPLY OF MATERIAL HANDLING EQUIPMENT**

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6.1. This requirement comprises the following items but is not limited to:

- 6.2. Forklifts
- 6.3. Tele-handlers
- 6.4. Reach Trucks
- 6.5. Pallet Trucks
- 6.6. Mobile Cranes
- 6.7. Related Spare Parts and Accessories

#### **7. CATEGORY 3 – SUPPLY OF COMPACTION AND ROAD CONSTRUCTION EQUIPMENT**

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7.1. This requirement comprises the following items including but not limited to:

- 7.2. Rollers – Self Propelled,
- 7.3. Rollers – Tandem Vibratory
- 7.4. Rollers – Combination Tandem Multi Tyred, Multi Tyred
- 7.5. Rollers – Pedestrian Operated
- 7.6. Rollers – all other
- 7.7. Compaction Plates – Pedestrian Operated
- 7.8. Compactors – Landfill Tamping Foot
- 7.9. In-Situ Stabilisers and Recyclers
- 7.10. Pavers – Crawler, Rubber Tyred
- 7.11. Profilers
- 7.12. Related Spare Parts and Accessories

#### **8. CATEGORY 4 – SUPPLY OF ALL TERRAIN AND WORK UTILITY VEHICLES**

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- 8.1. This requirement comprises the following items but is not limited to:
- 8.2. All Terrain Vehicles
- 8.3. Work Utility Vehicles
- 8.4. Related Spare Parts and Accessories

#### **9. CATEGORY 5 – SUPPLY OF ELEVATED WORK PLATFORMS**

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- 9.1. This requirement comprises the following items but is not limited to:
- 9.2. EWP
- 9.3. Cherry Pickers
- 9.4. Scissor Lifts
- 9.5. Related Spare Parts and Accessories

## **10. CATEGORY 6 – SUPPLY OF TRACTORS**

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- 10.1. This requirement comprises the following items but is not limited to:
- 10.2. Tractors - Compact
- 10.3. Tractors - Utility
- 10.4. Tractors – Mid Size
- 10.5. Tractors – Large Size
- 10.6. Related Spare Parts and Accessories

## **11. CATEGORY 7 – SUPPLY OF LAWN MOWERS**

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- 11.1. This requirement comprises the following items but is not limited to:
- 11.2. Ride-on Mowers – Zero turn
- 11.3. Walk/Powered Mowers – Petrol, Electric
- 11.4. Cylinder Mowers
- 11.5. Related Spare Parts and Accessories

## **12. CATEGORY 8 – SUPPLY OF SMALL ENGINE EQUIPMENT**

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- 12.1. This requirement comprises the following items but is not limited to:
- 12.2. Chainsaws
- 12.3. Brushcutters
- 12.4. Blowers
- 12.5. Chippers
- 12.6. Mulchers
- 12.7. Vacuums
- 12.8. Related Spare Parts and Accessories

## **13. CATEGORY 9 – SUPPLY OF COMPRESSORS AND GENERATORS**

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- 13.1. This requirement comprises the following items but is not limited to:

- 13.2. Compressors - Standby, Fixed, Mobile
- 13.3. Generators – Standby, Fixed, Mobile
- 13.4. Related Spare Parts and Accessories

#### **14. CATEGORY 10 – SUPPLY OF OTHER EQUIPMENT AND ACCESSORIES**

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- 14.1. This requirement comprises the following items but is not limited to:
- 14.2. Special or Custom Built Trailers for your own Equipment
- 14.3. Light Towers
- 14.4. Powered Hand Tools – Air, Electric
- 14.5. Jack Hammer, Pneumatic Drill
- 14.6. Sand Bagging Equipment
- 14.7. Related Spare Parts and Accessories

#### **15. WHOLE OF RANGE**

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- 15.1. The Contractor's "whole of range" may fall within the general scope of this Specification.
- 15.2. Additional products may be nominated by the Approved Contractor for approval. Where products are added to an Approved Contractor's range during the contract term, they may be put forward to the NPN Lead Agency for consideration and approval as an addition to the contract.

#### **16. ADDITIONAL COMPONENTS**

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- 16.1. Value Adding Components may be included under the Preferred Supplier Agreement: the Value Adding Components could include cost reductions.

#### **17. EXCLUSION LIST**

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- 17.1. The following goods are excluded from this arrangement:
  - 17.1.1. Truck Mounted Elevated Work Platforms,
  - 17.1.2. Truck and Trailer Mounted Cherry Pickers

**These goods are included in the tender for Specialised Trucks and Bodies NPN 1.15.**

#### **18. DELIVERY AND STORAGE**

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- 18.1. Approved Contractor(s) may need to organise their own means of unloading the requested delivery at some of the delivery locations.

- 18.2. Delivery may be organised by the Customer via the Approved Contractor or via pick up and delivery organised by the Customer.
- 18.3. Quotations for delivery:
  - 18.3.1. Quotations sent by the Customer from the Approved Contractor for the delivery of the goods to the nominated delivery location, must include the time and date for delivery, the name and contact details of the freight forwarder and any additional terms and conditions to which the Customer, the Approved Contractor or their agents are subject.
  - 18.3.2. The Order shall reference the quotation number and includes the costs of the quotation; and
  - 18.3.3. costs payable to any freight forwarder and insurance of the Goods are the liability of the Approved Contractor.
- 18.4. Pick-Up Delivery by Customer or Customer's Agent:
  - 18.4.1. Pick-up of the goods from the Contractor's nominated pick-up location will be at no additional cost to the base price.
  - 18.4.2. Additional terms and conditions to which the Customer is subject. Scheduled delivery timeframes and penalty rates for which the Customer shall be subject if the goods are not picked up within set timeframe shall be provided to the Customer.
  - 18.4.3. Written consent must be obtained from the Customer to the said terms and conditions before the Order is accepted by the Approved Contractor.
  - 18.4.4. From time to time Customers may require that goods be delivered to contractors of the Customer or other third parties as the Customer nominates.
- 18.5. Custom Specifications and Quotations:
  - 18.5.1. Goods delivered under the Preferred Supplier Deed are to be palletised/package and delivered to an appropriate standard and quality and in accordance with Customer needs.
  - 18.5.2. Minimum lead times for delivery of each Customer order enquiry and are expected to maintain a Customer Services level of 95% to those quoted lead times.
  - 18.5.3. Relevant instructions and guides must be supplied to the Customer on request to enable the proper handling, storage, assembly and use of the Goods provided under this arrangement.

## **19. ENVIRONMENTAL SUITABILITY AND QUALITY**

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- 19.1. The Contractor at all times through the Term of the contract take reasonable steps to consult with Customers to support any environmental objectives Customers may seek to achieve.
- 19.2. The NPN encourages Contractors to demonstrate their commitment to sustainable practices by having an Environmental Management System. The ISO 14000 family of standards provides practical tools for companies and organizations of all kinds looking to manage their environmental responsibilities.

## **20. WARRANTY, SERVICE AND REPAIRS**

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- 20.1. All deliverables are to be provided with a minimum twelve (12) month Warranty covering fitness for purpose, merchantability, or conformance with specifications.
- 20.2. Associated services including installation, customising, maintenance, repair, replacement and warranty work are to be provided with a minimum twelve (12) month warranty.
- 20.3. Product Warranty will include all costs of transport to and from the nearest appropriate repair centre. The warranty shall include responsibility for the arrangement and cost of all warranty work.
- 20.4. The Contractor will be required to demonstrate what warranties are offered for materials and services.
- 20.5. The warranty will include the commitment to maintain availability of replacement parts for a minimum period of five (5) years, from the date of purchase.
- 20.6. The contractor will be required to offer a minimum twelve (12) month warranty on replacement parts, maintenance services and repairs for new and existing equipment provided by the contractor.

## **21. PRICING STRUCTURE AND PRICE VARIATIONS**

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- 21.1. In accordance with clause 3.4 of the Preferred Supplier Deed, where pricing is provided it is to be fixed for the first twelve 12 months and may be varied for each following twelve 12 month period.
- 21.2. All pricing provided is to be excluding GST (Goods and Services Tax).
- 21.3. Notification of price variation applications is to be forwarded to the NPN Lead Agency for dissemination to and approval by the participating NPN members.
- 21.4. A Contractor may decrease prices at any time, provided notification has first been provided to and authorised by the NPN Lead Agency.



- 21.5. Orders placed prior to a Price Variation Date, be the prices charges for which existed before the Price Variation Date.
- 21.6. Orders placed prior to a Price Variation Date, for which delivery is to be effected more than thirty, (30), calendar days after the next Price Variation Date, The Contractor may either;
  - 21.6.1. within two (2) days business days of the receipt of the order, advise the Customer in writing that the Order is deemed as invalid, or
  - 21.6.2. honour the Order at the price at when the Order was placed and effect delivery at the times stated on the Order.
- 21.7. Base prices are 'Free on Board' (FOB) cost for goods and an hourly rate (\$/man hour) or fixed dollar charge for services which excludes incidentals such as travel costs or travel time.
- 21.8. Freight, insurance and other incidental costs are to be listed as separate costs on invoices unless otherwise requested by a Customer. In the event that the cost is unable to be defined, the basis for determining the cost should be indicated. (eg 'at cost', \$/man hour, \$/kilometre, etc)
- 21.9. Free into Store (FIS) and Ex Works pricing and delivery is available.

## **22. STANDARDS**

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- 22.1. Plant Machinery Equipment, provided must comply with the Australian and ISO Standards relating to the manufacture and operation of Plant Machinery. In particular, attention is drawn to but limited to the following:
  - 22.1.1. Australian Design Standards – ADR's
  - 22.1.2. Australian and ISO Standards – AS/NZS, ISO
  - 22.1.3. AS4024 Safety of Machinery
  - 22.1.4. AS1755 Conveyors
  - 22.1.5. National Standard for Plant NONSC:1010(1994)
- 22.2. Additional Standards may be nominated by Customers as a requirement.
  - 22.2.1. Where an industry code of practice is in effect the Contract must comply with the standards of that practice.
  - 22.2.2. The Standards are always the current version, unless otherwise stated by Customer, taking into account revised editions and updates to specifications.

### **23. ISSUES MANAGEMENT**

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- 23.1. A telephone contact (toll free if practical), such as a customer hotline, will be available to assist the Customer's staff and to provide solutions to any issues.
- 23.2. A formal issues management system will be available to address Customer service issues. Customers are to be able to raise issues directly with the Contractor's nominated contact officer. This officer will be able to make resolution decisions on behalf of the Contractor. The officer will be available for liaison with NPN participating members to address issues that cannot be resolved directly with a Customer.

### **24. TRANSITION-IN / TRANSITION-OUT ISSUES**

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- 24.1. Some Customers may have existing purchase commitments that must be fulfilled prior to entering into any new supply arrangement under the Preferred Supplier Deed.
- 24.2. Where the Preferred Supplier Deed offers improved pricing or supply arrangements and a Customer has an outstanding purchase commitment with the Contractor, the Contractor will supply the outstanding commitment on the basis of the new arrangement under the Preferred Supplier Deed.
- 24.3. WALGA has a current contract that is currently mid-term. WALGA reserves the right, at its sole discretion, to transition its incumbent contract into the NPN contract following commencement or to consider joining the NPN contract for its duration at the conclusion of its current contract term.

### **25. SCOPE OF CUSTOMER REQUIREMENTS**

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- 25.1. Customer requirements will vary based on the individual council needs.
- 25.2. Customer requirements may be defined using a Participating NPN Members Request for Quotation Form containing a Project Brief and listing the specific professional services and/or product requirements (e.g. general requirements, time-frame, standards, outputs required, etc.)

### **26. ASSOCIATED AND SUBSIDIARY COMPANIES**

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- 26.1. Appointment as an NPN recognised Approved Contractor does not extend to associated, affiliated or subsidiary organisations owned or controlled by the Contractor unless that party was included in the original request for tender process or a subsequent request for tender process.

### **27. PERFORMANCE LEVELS**

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- 27.1. The Approved Contractor will be required to work with Customers to ensure that all goods and services delivered under the arrangement are delivered to an appropriate standard and quality.
- 27.2. The Approved Contractor will be required to work with Customers to ensure that all goods and services delivered under orders issued under the Preferred

Supplier LGA Arrangement are delivered to an appropriate standard and quality.

- 27.3. The Approved Contractor is required to attend Performance Review Meetings with the NPN Lead Agency and/or individual NPN Members periodically within the Term of the Preferred Supplier Deed.
- 27.4. The Approved Contractor is required to implement improvements (as identified), if any, and notify the NPN Lead Agency; of the implementation within four (4) weeks of the Performance Review Meeting or as otherwise agreed in writing with the NPN Lead Agency.
- 27.5. The Approved Contractor's performance will be assessed against the following Key Performance Indicators (KPIs) and any other Key Performance Indicators agreed with each Customer:
  - 27.5.1. Delivery Performance: This KPI will be measured on the Approved Contractor's compliance with an agreed Service Level Agreement (SLA) with Customers and Sales Reporting results.
  - 27.5.2. Quality Performance: This KPI will be measured on feedback from Customers and reporting results.
  - 27.5.3. Warranty Service Levels: This KPI will be measured on feedback from Customers and reporting results; and
  - 27.5.4. Reporting: This KPI will be measured on the Approved Contractor's compliance with accurate and timely reporting requirements as set out in this Specification.

## **28. CUSTOMER ENGAGEMENT USING VENDORPANEL®/EQUOTES**

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- 28.1. The Contractor's representative will be responsible for ensuring that the Contractor responds to the Participating NPN Members' invitation to register on VendorPanel®/eQuotes. The web-based Quotation Tool will be utilised for engagement with Customers under this contract. Only registered companies will be the recipients of Customer quotations under this arrangement.
- 28.2. The Contractor's representative will be responsible for ensuring that on-line registration is fully completed including, company information, insurance details, company profile and company logo uploaded.
- 28.3. The Contractor's representative will be responsible for ensuring that information on VendorPanel®/eQuotes is valid and maintained.
- 28.4. The Contractor's representative will be responsible for the addition of, deletion of and management of other staff members / colleagues on VendorPanel®/eQuotes.

- 28.5. A Customer may submit a Request for Quotation (RFQ) with further information and specifications of their requirements and/or required accessories, spare parts, maintenance and training services.
- 28.6. Where the Approved Contractor wishes to submit a quotation, the Approved Contractor must respond to a Customer RFQ in writing within the period set out in the Customer's RFQ or as otherwise agreed with the relevant Customer.
- 28.7. If the Approved Contractor is unable to meet any of the requirements of a specific RFQ, this should clearly be noted in the Contractor's RFQ response.
- 28.8. Any free services which the Approved Contractor nominates to supply, additional to those specified and which the Approved Contractor accepts shall be carried out in accordance with the details supplied by the Contractor at a time and place approved by the Customer.
- 28.9. Customers are not bound to accept an RFQ response received from the Contractor or any other supplier even where such RFQ is the lowest in price.
- 28.10. If the Contractor's RFQ response is selected following the RFQ process, the Customer shall accept the Contractor's offer by issuing an Order.