



## **REQUEST FOR QUOTATION**

RFQ NUMBER	BRC 2020-RFQ-002
RFQ TITLE	<b>Supply and Delivery of Three (3) Utility Task Vehicles</b>
CLOSE DATE	<b>2:00 p.m. Australian Central Standard Time FRIDAY 4<sup>TH</sup> September 2020 (LATE TENDERS MAY NOT BE ACCEPTED)</b>

### **HOW TO RESPOND TO THIS REQUEST FOR QUOTATION**

Complete this Tender Response Schedule provided. This will become your Tender which may be lodged in the following way:

By electronic lodgement facility via Tenderlink.com

By email to [maricar.rhodes@barkly.nt.gov.au](mailto:maricar.rhodes@barkly.nt.gov.au)

**NOTE: No other form of delivery is acceptable.**

## Contents

<b>CONDITIONS OF QUOTING</b> .....	4
<b>1. Interpretation of Terms</b> .....	4
<b>2. Preparing a Quotation</b> .....	4
<b>2.1 General Requirements</b> .....	4
<b>2.2 Respondents to Inform Themselves</b> .....	4
<b>2.3 Quotation Costs</b> .....	4
<b>2.4 Compliance with NT Procurement Code</b> .....	5
<b>2.5 Enquiries</b> .....	5
<b>2.6 Probity Advisor</b> .....	5
<b>2.7 Addendum</b> .....	5
<b>2.8 Best Offer</b> .....	5
<b>3. Closing Date and Time</b> .....	5
<b>4. Quotation Validity</b> .....	6
<b>5. Alternative Quotations</b> .....	6
<b>6. Part Offer and Part Acceptance</b> .....	6
<b>7. Pricing</b> .....	6
<b>7.1 General Requirements</b> .....	6
<b>7.2 Treatment of Low or Aberrant Prices</b> .....	6
<b>7.3 Competitive Neutrality</b> .....	6
<b>8. Conflict of Interest</b> .....	6
<b>9. Panel Period Contract</b> .....	7
<b>10. Local Content</b> .....	7
<b>11. Admissibility</b> .....	7
<b>12. Ownership of Documents</b> .....	7
<b>13. Changes to the Conditions</b> .....	8
<b>13.1 Conditions of Quoting</b> .....	8
<b>13.2 Conditions of Contract</b> .....	8
<b>14. Assessment Criteria</b> .....	8
<b>15. Conduct of the Assessment</b> .....	8
<b>15.1 General</b> .....	8
<b>15.2 Clarification and Additional Information</b> .....	8
<b>15.3 Security, probity and financial checks</b> .....	8
<b>16. Negotiations</b> .....	9
<b>17. Notice of Acceptance</b> .....	9
<b>18. Unsuccessful Quotations</b> .....	9
<b>REQUEST FOR QUOTATION</b> .....	10

**RFQ Number: BRC 2020-RFQ-002** ..... 10

**RFQ Title: SUPPLY AND DELIVERY of Three (3) Utility Task Vehicles** ..... 10

**Specific Requirements of the Contract** ..... 10

**RESPONSE SCHEDULE A** ..... 12

**1. Scope of Works** ..... 14

**2. Information Required** ..... 14

**2. Additional Information Required** ..... 15

**3. Price Schedule** ..... 16

## CONDITIONS OF QUOTING

### 1. Interpretation of Terms

Unless the contrary intention is indicated these Conditions of Quoting are to be interpreted in the same manner and words have the same meaning as in the Contract.

If a date stipulated for doing an act in relation to the RFQ is not a business day (being any day which is not a Saturday, Sunday or public holiday in the Northern Territory, as specified in Schedule 2 of the Public Holidays Act (NT), the act must be done on the next business day.

In these Conditions of Quoting the following definitions apply:

**“Addendum”** means any document expressly stated to be an Addendum which is issued by the Principal varying, updating or clarifying the RFQ prior to the stated time and date for closing of the RFQ.

**“Annexure”** means the document titled “Annexure to the Conditions of Quotation and Contract” and contained in in this RFQ.

**“Contract”** means the document titled “Conditions of Contract” and referenced or contained in this RFQ.

**“Principal”** means the “Barkly Regional Council.”

**“RFQ”** means the request for quotation inviting offers and includes all conditions, annexures, schedules, attachments and addenda.

**“Supplies”** means the works, goods and/or services required by the Principal and described in this RFQ.

**“Quotation”** means all documents lodged by the Respondent in response to the RFQ.

**“Respondent”** means the person lodging a Quotation.

### 2. Preparing a Quotation

#### 2.1 General Requirements

Each Quotation is required to contain one copy of the documents listed in the section of the Annexure titled “Documents to be lodged.” Failure to provide all documents may result in the Quotation being declared inadmissible for assessment.

Quotations should contain:

- a) If the Respondent is one or more individuals, the full names of each party;
- b) If the Respondent is one or more company or organisation, each company, business or trading name and each unique business identifier required by law (e.g. ACN/ARBN/ABN);
- c) The address for service of any notices necessary or required to be or which may be served on or given to the Respondent in connection with its Quotation and any subsequent contract arising out of acceptance of the Quotation.

Each Quotation (excluding attachments or supplementary information provided by the Respondent) must be in English. A Quotation that does not comply with this requirement will be declared inadmissible for assessment.

#### 2.2 Respondents to Inform Themselves

Respondents must, at their own expense, inform themselves of all circumstances and conditions relating to submitting a Quotation and providing the Supplies. This includes compliance with all legislation, an inspection of the relevant site(s) and satisfying themselves as to the correctness and sufficiency of the RFQ documentation.

#### 2.3 Quotation Costs

The Respondent is responsible for all costs associated with preparing a Quotation.

Barkly Regional Council ("the Principal") will not be liable for an expense or loss, which may be incurred by any Respondent in the preparation or submission of its Quotation.

## 2.4 Compliance with NT Procurement Code

In preparing its Quotation, submitting its Quotation and throughout the quoting period, the Respondent must comply with the **Northern Territory Procurement Code** ("Code").

If the Principal is of the reasonable opinion that the Respondent has not complied with the Code, the Principal will declare the Quotation inadmissible for assessment.

## 2.5 Enquiries

Should the Respondent

- a) Have any doubts as to the meaning of any part of the RFQ; or
- b) Find any discrepancy, error or omission in the RFQ;

The Respondent should seek clarification from the Barkly Regional Council, as identified in the Annexure, as early as possible but in any event before the stated time and date for closing of the RFQ.

Barkly Regional Council may decline to provide a clarification or further information requested by the Respondent.

Any clarification provided by Barkly Regional Council may be provided to all prospective Respondents.

Enquiries are directed to Robert Smith (Acting-Director of Operations) at 0429 573 035 or Maricar Rhodes (Procurement) at (08) 8962 0028.

## 2.6 Probity Advisor

Barkly Regional Council may appoint an independent probity advisor to advise on probity issues arising during the course of the RFQ process. The details of the probity advisor, if any, will be contained in the Annexure. Any issues about the integrity of the RFQ process should be addressed to the probity advisor.

## 2.7 Addendum

Barkly Regional Council may vary, update or clarify the RFQ at any time before the stated time and date for closing of the RFQ through the issue of an Addendum.

No explanation or amendment to the RFQ will be binding unless in the form of an Addendum. Any Addendum issued under this clause will become part of this RFQ.

It is the sole responsibility of the Respondents to ensure that their contact details held by Tenderlink.com are correct and up-to-date in order for them to receive the Addendum.

## 2.8 Best Offer

Notwithstanding anything which may be done pursuant to the assessment process, Barkly Regional Council intends to select the successful Respondent primarily on the basis of the Quotations lodged but will also take into consideration any other information publicly available or known to the Principal. Accordingly, Respondents should provide their best offer in the Quotation.

## 3. Closing Date and Time

Tender closes at **2:00 pm Australian Central Standard Time on Friday, 4<sup>th</sup> of September 2020.**

Quotations are to be received, in full, by the time and date for closing of the RFQ.

Failure to lodge a Quotation, or part thereof, before the time and date for closing of the RFQ may result in the Quotation being declared inadmissible for assessment.

## 4. Quotation Validity

Quotation Responses must remain valid and open for acceptance by Barkly Regional Council for the period stated in the Annexure.

Where the Principal seeks an extension to the validity of the offer, a request will be forward to Respondents in writing and, within the time period stated in the request, a Respondent may by notice in writing:

- a) Withdraw their Quotation Response; or
- b) Agree to extend the validity of their offer for the requested period.

A failure to respond, or a failure to withdraw or agree in writing, within the time period stated in the request may result in the Quotation Response being deemed withdrawn by the Respondent and not considered further.

## 5. Alternative Quotations

Respondents are required to submit a Quotation which conforms to the requirements of the RFQ.

## 6. Part Offer and Part Acceptance

Unless otherwise stated in the Annexure, Respondents are required to offer for the whole of the Supplies.

If part offers are permitted by the Annexure, the Principal reserves the right to accept a portion or the whole of any Quotation at the price or prices submitted unless the Respondent specifically states to the contrary in its offer.

## 7. Pricing

### 7.1 General Requirements

Unless otherwise specified, prices must:

- a) Be stated in Australian Dollars;
- b) Be inclusive of:
  - i. GST (where applicable);
  - ii. All costs required to provide the Supplies, including labour, materials, transport, freight, overheads, profits and charges; and
  - iii. All other fees, duties and taxes required to provide the Supplies.

### 7.2 Treatment of Low or Aberrant Prices

Where a price (or a key element of a Quotation price) is considered well below or above the median price or the Principal's estimated value, the Respondent may be requested to confirm the quoted price or respond to questions regarding particular aspects of the Quotation. The Respondent may also be requested to provide written confirmation that the requirement and contractual obligations relevant to the Supplies are fully understood.

The Principal may, at its discretion, either:

- a) Proceed with the evaluation of the Quotation; or
- b) Where there is evidence that acceptance of the Quotation may result in an unacceptable contract outcome or pose a substantial risk to the provision of the Supplies or the sustainability of the Respondent, set the Quotation aside from further assessment.

### 7.3 Competitive Neutrality

Government-owned businesses, Local, Territory, State and Federal Government agencies and authorities responding to this RFQ must submit two prices against each item in the pricing schedule. One price is to be quoted price offered and the other being the adjusted competitively neutral price. The competitively neutral price is to be prepared in accordance with the "Northern Territory Government's Competitive Tendering Guidelines."

## 8. Conflict of Interest

For the purpose of this clause a "Conflict" means any matter, circumstance, interest, or activity affecting the Respondent (including the officers, employees, agents and subcontractors of the Respondent) which may or may

appear to impair the ability of the Respondent to perform any contract resulting from this RFQ diligently and independently.

Respondents must declare any Conflict in their Quotation.

Respondents must not place themselves in a position that may, or does give rise to a Conflict during the RFQ process.

If at any time during the RFQ process, a Respondent is aware that an actual, potential or perceived Conflict exists or may arise, that Respondent must immediately notify Barkly Regional Council.

If a Conflict exists or arises during the RFQ, Barkly Regional Council may:

- a) Declare the Quotation inadmissible for assessment;
- b) Enter into discussions to seek to resolve the Conflict; or
- c) Take any other action it considers appropriate.

## 9. Panel Period Contract

Where specified in the Annexure, the Principal may establish a panel of suppliers for the provision of the Supplies. The resulting contracts will be for either:

- a) Specific requirements at fixed unit rates; or
- b) For a general scope of requirements without any rates, and for which firm offers will be periodically sought from the suppliers.

## 10. Local Content

Barkly Regional Council is committed to supporting businesses that use local contractors and supplier and hire and train Territorians. Assessment will take into consideration businesses that demonstrate a commitment to supporting and employing Territorians including indigenous Territorians, accredited training for its employees and sourcing goods and services from local businesses.

## 11. Admissibility

Unless otherwise specified, if a Respondent fails to comply with a requirement as set out in these Conditions of Quoting, their Quotation may be declared inadmissible for assessment.

In determining whether a Quotation is admissible for assessment, Barkly Regional Council will consider:

- a) Whether admitting the Quotation will compromise the integrity of the quotation process;
- b) Whether the Respondent has or is likely to gain an unfair advantage;
- c) Reasons for the Respondent's failure to comply with a requirement;
- d) Whether the Quotation is capable of assessment;
- e) Whether the Quotation was mishandled by Barkly Regional Council or a third party; and
- f) Evidence of unfair practices.

Barkly Regional Council may, in its absolute discretion, declare a Quotation inadmissible for assessment where, in the reasonable opinion of Barkly Regional Council (being based on fact or a reasonable belief), the Respondent has engaged in "improper conduct" as that term is defined in the *Independent Commissioner against Corruption Act 2017 (NT)*.

## 12. Ownership of Documents

All Quotations become the property of Barkly Regional Council upon submission and will not be returned to Respondents.

By lodging a Quotation, a Respondent licenses Barkly Regional Council to reproduce the whole or any portion of the Quotation for the purposes of the conduct of the RFQ, including assessment, clarifications, resultant contract negotiation, contract management, and anything else in relation to these purposes.

## 13. Changes to the Conditions

### 13.1 Conditions of Quoting

Respondents are not permitted to request changes or propose alternatives to these Conditions of Quoting. Any Respondent who proposes a change will be requested to withdraw the change in order to comply with the Conditions of Quoting. If the changes are not withdrawn, the Quotation will be declared inadmissible for assessment.

### 13.2 Conditions of Contract

If permitted in the Annexure, Respondents may request changes to the Conditions of Contract, or propose alternative conditions of contract.

Where Respondents request changes to the Conditions of Contract or propose alternative conditions of contract, they must clearly specify in the appropriate section of the Response Schedules the changes to the Conditions of Contract that are being requested or the alternative conditions of contract that are being proposed.

Where Respondents request changes to the Conditions of Contract or propose alternative conditions of contract, they do so at their own risk, as the changes will be deemed to have formed part of their offer and their Quotation will be assessed on that basis. If the requested changes or the alternative conditions of contract are not acceptable to the Principal, the Quotation may not be successful.

Nothing in this clause affects Barkly Regional Council's right to negotiate with one or more Respondents as provided for in this RFQ.

## 14. Assessment Criteria

Selection of the successful Respondent will be based on a "Best Value for Territory" assessment of the Quotation against the assessment criteria specified in the Annexure.

## 15. Conduct of the Assessment

### 15.1 General

Barkly Regional Council may disclose information acquired or developed during the assessment process (including a copy of the Quotation) to Ministers and other Government representatives, consultants, advisors, other Agencies and statutory authorities for the purpose of the assessment, clarification, negotiation and reporting of this RFQ and in order to comply with the law and enable effective management, review or auditing of Barkly Regional Council's activities.

### 15.2 Clarification and Additional Information

The Respondent may be called to clarify information contained in their Quotation or to supply information in addition to the Quotation to demonstrate to the satisfaction of Barkly Regional Council that the Respondent has the ability to provide the Supplies.

The Respondent must within the time specified comply with any such requests. Failure to submit any or all of the information required, in the time stipulated, may result in the Quotation being declared inadmissible for further assessment.

### 15.3 Security, probity and financial checks

Barkly Regional Council reserves the right during any part of the assessment of Quotations to perform such security, probity and financial investigations and checks as Barkly Regional Council may determine are necessary in relation to Respondents, their employees, officers, partners, associates, subcontractors or related entities and their employees, officers and subcontractors. These checks may include (without limitation):

- a) Security;
- b) Financial viability and technical capacity;
- c) Corporate history;
- d) Significant litigation (past, present or pending); and



- e) Any other matters Barkly Regional Council considers relevant.

Respondents must, at their cost, promptly provide Barkly Regional Council with such information or documentation that Barkly Regional Council requires in order to undertake such investigations or checks.

Barkly Regional Council may declare a Quotation inadmissible for further assessment if the Respondent does not promptly provide all reasonable assistance to the Principal in this regard or based on the outcomes of the investigations or checks.

## 16. Negotiations

- a) Barkly Regional Council may engage in detailed discussions and negotiations with one or more Respondents.
- b) The selection of Respondents under this clause does not bind Barkly Regional Council to a contractual relationship and is not an indication that the Respondent will be successful.
- c) The result of any successful negotiations will be incorporated into the Contract.

## 17. Notice of Acceptance

Barkly Regional Council will not be bound to accept the lowest or any Quotation.

The successful Respondent will be notified in writing on the completion of the RFQ process ("Notice of Acceptance").

Unless otherwise specified, the "Notice of Acceptance" forms a binding agreement between Barkly Regional Council and the successful Respondent on the terms set out in the Contract. The "Notice of Acceptance" will, at Barkly Regional Council's discretion, be issued by pre-paid post, facsimile or email to the address stated in the Quotation.

A Respondent should not act on any representations or statements made by Barkly Regional Council, its employees or agents prior to the issue of the "Notice of Acceptance."

Barkly Regional Council may publish details of the successful Quotation, including the name and address of the Respondent, value of the contract awarded and a description of the Supplies.

Respondents may request a debriefing as to why their Quotation was successful. This is for the purpose of assisting Respondents to improve their competitiveness for future Quotations.

## 18. Unsuccessful Quotations

Unsuccessful Respondents will be informed in writing of the outcome of their Quotation at the conclusion of the RFQ process.

Respondents may request a debriefing as to why their Quotation was unsuccessful. This is for the purpose of assisting Respondents to improve their competitiveness for future Quotations.

Information will be confined to discussion of the Respondent's Quotation and under no circumstances will information relating to another Quotation be disclosed.

# REQUEST FOR QUOTATION

**RFQ Number: BRC 2020-RFQ-002**

**RFQ Title: SUPPLY AND DELIVERY of Three (3) Utility Task Vehicles**

The Barkly Regional Council is requesting quotations for the **SUPPLY AND DELIVERY of Three (3) Utility Task Vehicles (UTVs)**. Each vehicle is to be delivered and offloaded to the following locations:

- One (1) Utility Task Vehicle to **8 Antyiper Street Alpurrurulam NT 4825**
- One (1) Utility Task Vehicle to **Lot No. 70 Kinjurra Road Ali Curung NT 0872**
- One (1) Utility Task Vehicle to **67 School-Loop Ampilatwatja NT 0872**

no later than **the 5<sup>th</sup> of October 2020**. The required delivery date must be carefully considered before submitting a quote, as failure to meet the delivery date will result in cancellation of the contract.

The Respondent is to note that any liability before delivery such as in-transit insurance shall be the responsibility of the supplier.

Quotations must be in accordance with the Technical Specifications and Criteria.

Tender closes at **2:00 pm Australian Central Standard Time on Friday, the 4<sup>th</sup> of September 2020**.

Quotations are to be received, in full, by the time and date for closing of the RFQ.

Failure to lodge a Quotation, or part thereof, before the time and date for closing of the RFQ may result in the Quotation being declared inadmissible for assessment.

## **Specific Requirements of the Contract**

The Utility Task Vehicles (UTVs) shall be of current manufacture as being sold, serviced and used in the Northern Territory. The Utility Task Vehicles (UTVs) shall comply with all relevant Acts, Regulations, associated ADRs and Technical Specifications. Where any part of this specification contradicts the before-mentioned legislative frameworks, the legislative frameworks will take precedence and the Respondent shall also notify Barkly Regional Council of any discrepancies and/or contradictions so identified.

Schedule "A" of the Response Form must be completed and submitted with the RFQ. Respondents are to include any additional details and specifications relevant to their submission which will be deemed to form part of the RFQ. Non-completion of all or part of Schedule "A" of the Response Form may render inadmissibility for further assessment.

Suppliers who provide goods and/or services to Barkly Regional Council must do so in compliance with the Work Health and Safety (National Uniform Legislation Act 2011).

Quoted Prices are to be on a Lump Sum Basis inclusive of Goods and Services Tax (GST). Pricing to include NT Registration and delivery to the following communities:

- 8 Antyiper Street Alpurrurulam NT 4825
- Lot No. 70 Kinjurra Road Ali Curung NT 0872
- 67 School-Loop Ampilatwatja NT 0872

Additional charges not stated in the RFQ Response Schedule will not be allowed as a Charge for any transaction under any resultant contract.

The successful Tenderer shall provide full operator induction training for operators and maintenance training on programmed maintenance procedures and fault finding for maintenance personnel on site at each location at the time of delivery of the unit.

The successful Tenderer will also be required to provide a comprehensive list with part numbers of all consumable items.

This list will include oil, fuel and air as well as all other fast-moving items required for servicing and maintaining the vehicle supplied.

## RESPONSE SCHEDULE A

### TENDERER'S DETAILS

Legal Entity Name

Trading as

ABN

ACN

CAL Registration  
Number

(Required only when specified in the annexure)

Address of Place of  
Business

Postal Address

Telephone

Facsimile

Email Address

Web Site

### CONTACT PERSON DETAILS

Name

Position

Telephone

Facsimile

Email Address

On behalf of the Tenderer, I/We the undersigned hereby:

**Conditions of Contract**

- 1. Agree to be bound by the Conditions of Contract as referred to in Section 2 of the Request for Quotation

**Business Status**

- 2. Certify to the best of my/our knowledge:
  - a) If the Tenderer is an individual, that he or she:
    - (i) is not a bankrupt; or
    - (ii) has not assigned his or her estate for the benefit of creditors.
  - b) If the Tenderer is a partnership, no step has been taken to dissolve that partnership.
  - c) If the Tenderer is a company:
    - (i) that no application or order has been made for the winding up of the company (whether voluntary or otherwise);
    - (ii) that no resolution has been passed for the winding up of the company; or
    - (iii) that the company is not under:
      - (A) an arrangement and/or reconstruction (i.e. restructuring a public company);
      - (B) an appointed liquidator, provisional liquidator or administrator;
      - (C) an appointed receiver or manager (or both);
      - (D) official management; or
      - (E) any composition or arrangement or assignment with, or for the benefit of, its creditors or a class of them.

**Offer**

- 3. Having examined and acquired an actual knowledge of the Request for Tender offer to provide the Services at the amount(s) quoted and in accordance this Request for Tender and completed schedules attached.
- 4. Agree the offer shall remain valid for acceptance for a period of 60 days from the closing date.

Please acknowledge acceptance of the above by placing an "X" in this box

<b>Signature</b>		<b>Date</b>	
------------------	--	-------------	--

<b>Name</b>		<b>Position</b>	
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(Print name and position in business)

(\*Add additional signature block as necessary)



<b>Axle, Suspension, Wheels and Tyres</b>	
<b>Electrical</b>	
<b>Brakes</b>	
<b>Spare Wheel</b>	

## 2. Additional Information Required

Warranty	
Parts Availability and Services Provided (approximate to each location including location, turnaround period for delivery of parts, contact details)	1) Ali Curung 2) Alpururulam 3) Ampilatwatja

The successful Tenderer shall provide full operator induction training for operators and maintenance training on programmed maintenance procedures and fault finding for maintenance personnel on site at the time of delivery of the unit to each location-

- 8 Antyiper Street Alpururulam NT 4825
- Lot No. 70 Kinjurra Road Ali Curung NT 0872

- 67 School-Loop Ampilatwatja NT 0872

The successful Tenderer will also be required to provide a comprehensive list with part numbers of all consumable items.

This list will include oil, fuel, and air as well as all other fast-moving items required for servicing and maintaining the vehicle supplied.

### 3. Price Schedule

#### A. ALI CURUNG

DESCRIPTION	Price (Inclusive of GST)
Supply and Delivery of one (1) Utility Task Vehicle as per Specifications of BRC 2020-RFQ-002	
<b>Optional Extras</b>	
• Flasher conversion kit and Turn signal/hazard kit	
• Front and rear work light kit	
• Plastic cargo bed liner	
• Mud guard kit front and rear	
• Trailer- 7 x 4 Single axle trailer 750kg rated (made locally in the Northern Territory)	
• CV joint guard front and rear	
• Spare Tyre	
<b>Cost of Delivery to Ali Curung</b>	
<b>Total Price</b>	



**B. ALPURRURULAM**

<b>DESCRIPTION</b>	<b>Price (Inclusive of GST)</b>
Supply and Delivery of one (1) Utility Task Vehicle as per Specifications of BRC 2020-RFQ-002	
<b>Optional Extras</b>	
<ul style="list-style-type: none"><li>• Flasher conversion kit and Turn signal/hazard kit</li></ul>	
<ul style="list-style-type: none"><li>• Front and rear work light kit</li></ul>	
<ul style="list-style-type: none"><li>• Plastic cargo bed liner</li></ul>	
<ul style="list-style-type: none"><li>• Mud guard kit front and rear</li></ul>	
<ul style="list-style-type: none"><li>• Trailer- 7 x 4 Single axle trailer 750kg rated (made locally in the Northern Territory CV joint guard front and rear</li></ul>	
<ul style="list-style-type: none"><li>• CV joint guard front and rear</li></ul>	
<ul style="list-style-type: none"><li>• Spare Tyre</li></ul>	
<b>Cost of Delivery to Alpururulam</b>	
<b>Total Price</b>	

**C. AMPILATWATJA**

DESCRIPTION	Price (Inclusive of GST)
Supply and Delivery of one (1) Utility Task Vehicle as per Specifications of BRC 2020-RFQ-002	
<b>Optional Extras</b>	
<ul style="list-style-type: none"> <li>Flasher conversion kit and Turn signal/hazard kit</li> </ul>	
<ul style="list-style-type: none"> <li>Front and rear work light kit</li> </ul>	
<ul style="list-style-type: none"> <li>Plastic cargo bed liner</li> </ul>	
<ul style="list-style-type: none"> <li>Mud guard kit front and rear</li> </ul>	
<ul style="list-style-type: none"> <li>Trailer- 7 x 4 Single axle trailer 750kg rated (made locally in the Northern Territory CV joint guard front and rear</li> </ul>	
<ul style="list-style-type: none"> <li>CV joint guard front and rear</li> </ul>	
<ul style="list-style-type: none"> <li>Spare Tyre</li> </ul>	
<b>Cost of Delivery to Ampilatwatja</b>	
<b>Total Price</b>	

**Do not include Registration and CTP costs in the Quoted Prices.**

Any specifications not met:

- 1.
- 2.
- 3.
- 4.

**Delivery Time from Placement of Order:** \_\_\_\_\_

I/We, the undersigned, tender to supply and deliver the “Utility Task Vehicles (UTVs)” according to the Technical Specifications provided in this Request for Quotation. We also acknowledge that the prices above are the prices Barkly Regional Council will evaluate on.

Signature		Date	
-----------	--	------	--

Name		Position	
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(Print name and position in business)