



Australian Government

Australian Fisheries Management Authority



DISPOSAL BY TENDER

OF

7 x 7.3 MT LONG BOATS

11 OUTBOARD MOTORS

14 July 2016

Tender No. AFMATI01/1617

Australian Fisheries Management Authority

Torres Strait Office PO Box 376 Thursday Island, QLD 4875 Telephone (07) 4069 1990 Facsimile (07) 4069 1277

Main Office PO Box 7051 Canberra Business Centre, Canberra ACT 2610 Australia ABN 8109 849 7517 <http://www.afma.gov.au>



CONTENTS

1	BACKGROUND	
2	CONDITIONS OF TENDER	
2.1	AFMA Principles to be Applied	1
2.2	Sale conditions	1
2.3	Inspection	1
2.4	Payment.....	1
2.5	Hand-over	2
3	SUBMISSION OF TENDERS	
3.1	Lodgement of Tenders	2
3.2	Late Tenders.....	2
3.3	Language of Tenders	
3.4	Declaration by the Tenderer.....	2
3.5	Format of Tenders	2
3.6	Tenderer to Inform Itself.....	3
3.7	Enquiries In Relation to the Sale by Tender	3
3.8	Publication	4
3.9	Right Reserved by AFMA	4
4	MATTERS AFFECTING TENDER OFFER	
4.1	Offer Basis	5
4.2	Tender Prices and Validity.....	5
5	ASSESSMENT OF TENDERS	
5.1	Assessment Methodology	6
5.2	AFMA not Obligated to Accept.....	6

ANNEX A - LIST OF LOT NUMBERS

ANNEX B- TERMS & CONDITIONS OF SALE

ANNEX C- DECLARATION BY PROPOSER

1 BACKGROUND

- 1.1 The long boats, outboard motors, fuel caddies, and miscellaneous items were forfeited to the Commonwealth of Australia (Commonwealth) pursuant to the *Maritime Powers Act 2013* are now the property of the Commonwealth. All mentioned items are offered for sale by tender in an 'as is where is' condition. AFMA will manage the disposal of these items.
- 1.2 A full list and descriptions of the items for sale by tender are shown at Annex A. All items are located at AFMA's Thursday Island office.

2 CONDITIONS OF TENDER

2.1 AFMA Principles to be applied

- 2.1.1 AFMA will apply a number of principles to the sale process. The main ones affecting this tender process are that:
- (a) Matters of national interest will be considered;
 - (b) All parties will be treated equitably and fairly;
 - (c) High standards of probity, procedures and practices will be observed;
 - (d) Assets will be disposed of at least cost to the Commonwealth and the Commonwealth will show clear profit where possible; and
 - (e) Local markets and local fisheries surveillance arrangements should not be adversely affected by the sale.

2.2 Sale conditions

- 2.2.1 The sale of each item is on an 'as-is where-is' basis.
- 2.2.2 A separate tender is required for each item (lot number) OR a single tender may be lodged containing multiple alternative bids for one or more items specifying the order of the bids and price for each lot number. The single tender with multiple alternative bids may also be lodged such, that if the 1st listed bid is unsuccessful the next listed bid will apply until sufficient lots are successful or no further lots are listed.

2.3 Inspection

- 2.3.1 Arrangements for the inspection of the listed items can be made by contacting John Jones, Manager - Foreign Compliance Operations Torres Strait on 0408 123 791.

2.4 Payment

- 2.4.1 The successful tenderer must make payment in full within five (5) working days of being notified that his or her tender has been successful.

2.4.2 Payment shall be in the form of a Bank Cheque made out to the Australian Fisheries Management Authority or cash.

2.4.3 Failure to sign the conditions of sale and make payment in full within five (5) days will be taken as the withdrawal of the tenderers bid.

2.5 Hand-over

2.5.1 The successful tenderer must sign the contract and take delivery of the item within ten (10) working days of being notified that his or her tender has been successful.

2.5.2 Payment in full must be made as per section 2.3 before the item will be released to the successful tenderer.

2.5.3 Failure to collect the item within ten (10) working days of being notified under 2.4.1 will be taken as the withdrawal of the tenderers bid and any monies paid will be refunded.

3 SUBMISSION OF TENDERS

3.1 Lodgement of Tenders

Tenders shall be lodged before 4.00 pm local Thursday Island time on Friday 29 July 2016 at:

The Tender Box

Australian Fisheries Management Authority

Level 1, Pearls Building

38 Victoria Parade

THURSDAY ISLAND, QLD 4875

Fax: 07 4069 1277

E-mail: john.jones@afma.gov.au

3.1.1 Subject to sub-clauses 3.1.3 to 3.1.5 inclusive Tenders shall be in plain envelopes or wrapping and clearly marked on the outside with the:

(a) Sale by Tender Number; **AFMATI01/1617**

(b) Name of Tenderer.

3.1.2 Tenders shall be delivered by hand to the tender box or sent through the mail or e-mail or facsimile for placement in the tender box.

3.1.3 The Tenderer acknowledges that confidentiality of Tenders transmitted by facsimile or e-mail cannot be assured to the same extent as Tenders lodged through the post.

3.1.4 AFMA will register Tenders at their time of receipt.

Sale by Tender Number: AFMATI01/1617

3.2 Late Tenders

- 3.2.1 Tenders lodged after the Sale by Tender closing time described in clause 3.1 shall be taken to be late.
- 3.2.2 Late Tenders shall be registered separately by AFMA.
- 3.2.3 Late Tenders may be considered at the discretion of AFMA.
- 3.2.4 If a Tender is taken to be late, the Tenderer may be asked to provide explanatory evidence to AFMA in a form determined by AFMA.
- 3.2.5 The following list is an indication of some matters that shall be considered relevant in deciding whether to admit a late Tender:
- (a) how late the Tender is, the reasons given for lateness and the supporting evidence available;
 - (b) whether the Tender was mishandled by an official postal or telecommunications service; and
 - (c) evidence of unfair practices.

3.3 Language of Tenders

- 3.3.1 The Tender, including all attachments and supporting documentation, shall be written in English.

3.4 Declaration by the Tenderer

- 3.4.1 Tenderers are to complete, sign and submit their Tenders in the form of the Declaration by Tenderer set out in Annex C.

3.5 Format of Tenders

- 3.5.1 Tenderers shall submit their responses in a format such that responses to the individual clauses of this Sale by Tender document can be readily identified.
- 3.5.2 Tenders in which prices are not legibly stated are liable to be excluded from further consideration.
- 3.5.3 Should a Tenderer find any discrepancy, error or omission in this Sale by Tender, the Tenderer shall notify, in writing, the person specified in sub-clause 3.7 of this Sale by Tender thereof on or before the deadline for the lodgement of Tenders, as specified in clause 3.1.

3.6 Tenderer to Inform Itself

3.6.1 Tenderer shall be deemed to have:

- (a) examined this Sale by Tender and all documents referred to herein and any other information made available in writing by AFMA to the Tenderer for the purpose of submitting a Tender;
- (b) noted any verbal information obtained from AFMA whilst seeking to further inform and advise the Tenderer on matters relevant to this Sale by Tender;
- (c) examined all information relevant to the risks, contingencies and other circumstances having an effect on its Tender and which is obtainable by making reasonable enquiries;
- (d) satisfied itself as to the correctness and sufficiency of its Tender and that its charges cover the cost of complying with all the obligations of the Tender documents and of all matters; and
- (e) all things necessary for the due and proper completion of the Condition of Sale contract.

3.6.2 Tenders should be made on the basis that the Tenderer acknowledges that:

- (a) the Tenderer does not rely on any representation, letter, document ,or arrangement whether oral or in writing or other conduct, as adding or amending these Sale by Tender conditions;
- (b) the Tenderer does not rely on any warranty or representation made by or on behalf of AFMA except such as are expressly provided herein, but the Tenderer has relied entirely upon the Tenderers own inquiries and inspection in respect of the subject of the Tenderer's Tender;
- (c) AFMA shall not be responsible for any costs or expenses incurred by the Tenderer in preparing and lodging the Tenderer's Tender; and
- (d) The choice of the successful Tenderer shall be made at the absolute discretion of AFMA.

3.7 Enquiries In Relation to the Sale by Tender

3.7.1 Tenderers should direct any questions during preparation of responses to:

Mr John Jones

Manager - Foreign Compliance Operations Torres Strait

Australian Fisheries Management Authority

Sale by Tender Number: AFMATI01/1617

Phone: 0408 123 791

Fax: (07) 4069 1425

E mail: john.jones@afma.gov.au

3.8 Publication

3.8.1 Tenderers shall not furnish any information or make any statement or issue any document or other written or printed material concerning this Sale by Tender, including the acceptance or rejection of any Tender in response to this Sale by Tender, for publication in any of the media or otherwise without the prior written approval of AFMA.

3.9 Right Reserved by AFMA

3.9.1 AFMA reserves the right to:

- (a) amend the Sale by Tender at any time until the execution of a formal contract;
- (b) seek clarification at any time in respect of any ambiguity or uncertainty in the Tender or seek further information; and
- (c) terminate the Sale by Tender process and treat with one or any of the Tenderers;

provided that AFMA gives the Tenderers seven (7) days written notice of such change.

3.9.2 The decision to award the Sale to any Tenderer will be made at the sole discretion of AFMA and any discussion about this decision will be at the sole discretion of AFMA.

4. MATTERS AFFECTING TENDER OFFER

4.1 Offer Basis

4.1.1 Tenderer's offer will include all costs of complying with the terms of the Sale by Tender as well as costs associated with carrying out all matters and doing all things necessary to take ownership of the item and remove it from its present position on Thursday Island, including cost of removal.

4.2 Tender Prices and Validity

4.2.1 AFMA requires that Tenders be current for the period of thirty (30) days from the deadline for submission of Tenders described in clause 3.1.

5. ASSESSMENT OF TENDERS

5.1 Assessment Methodology

5.1.1 The object of the evaluation process is to obtain the Tender which best meets the requirements of AFMA. The criteria to be used in the evaluation of Tenders are as follows:

- (a) the benefits to the Australian community;
- (b) financial viability of the Tender;
- (c) confidence that the vessel (if applicable) would not recommence illegal fishing activities
- (d) price; and
- (e) compliance with the Conditions of Sale documents shown at Annexure B.

5.2 AFMA not Obligated to Accept

5.2.1 Neither the highest priced Tender, nor any Tender, will necessarily be accepted by AFMA. AFMA may negotiate with any tenderer to achieve the best outcome to the Commonwealth.

ANNEX A – LOT NUMBERS AND DESCRIPTIONS OF ITEMS

LOT NUMBERS	ITEM	DESCRIPTION
001	Yamaha long boat	Colour - white/yellow. Length 7.3 metres.
002	Yamaha long boat	Colour - white/yellow. Length 7.3 metres.
003	Yamaha long boat	Colour - white/yellow. Length 7.3 metres.
004	Yamaha long boat	Colour - white/yellow. Length 7.3 metres.
005	Barracuda Long boat	Colour - white. Length 7.3 metres.
006	Yamaha Long boat	Colour – white/yellow. Length 7.3 metres.
007	Yamaha Long boat	Colour – white/yellow. Length 7.3 metres.
008	15hp Yamaha outboard	Grey – Enduro
008	15hp Yamaha outboard	Grey – Enduro
009	40hp Yamaha outboard	Grey – Enduro
010	40hp Yamaha outboard	Grey – Enduro
011	40hp Yamaha outboard	Grey - Enduro
012	40hp Yamaha outboard	Grey - Enduro
013	40hp Yamaha outboard	Grey - Enduro
014	40hp Yamaha outboard	Grey - Enduro

015	40hp Yamaha outboard	Grey - Enduro
016	40hp Yamaha outboard	Grey - Enduro
017	60hp Yamaha outboard	Grey – Enduro

ANNEX B – TERMS & CONDITIONS OF SALE (AFMATI01/1516)

AGREEMENT FOR SALE OF TENDER ITEM.

THIS AGREEMENT made the _____ day of _____ 2016

BETWEEN the COMMONWEALTH OF AUSTRALIA (represented by the Australian Fisheries Management Authority (“the Seller”))

AND (Full name of Buyer incl ABN if applicable)

Of (Address of Buyer)
 (“the buyer”)

1. The Seller **HEREBY SELLS** to the Buyer the item being Lot Number _____ detailed in the Request for Tender issued by the Seller on 14 July 2016 for the GST inclusive sum of \$ _____ (the receipt of which is hereby acknowledged).
2. The Buyer takes delivery of the item on the date hereof and must remove it from the Seller’s premises.
3. The Seller gives no warranty that the item is fit for any particular purpose and no warranty as to the condition of the item. The Seller accepts no responsibility for the condition of the item. The Buyer will make no claim against the Seller arising from the condition of the item.
4. In respect to a boat, outboard motor, and equipment on board the Buyer acknowledges that the boat, motor and equipment was forfeited to the Commonwealth, being a foreign boat, used in an offence against *Torres Strait Fisheries Act 1984*, and that, by virtue of section 82 of the *Maritime Powers Act 2013*, the boat, motor and equipment is the property of the Commonwealth.

**SIGNED ON BEHALF OF THE
COMMONWEALTH OF AUSTRALIA**

AS SELLER, BY John Jones Manager
Foreign Compliance, Operations Torres Strait
Australian Fisheries Management Authority,
a delegate of the Minister administering the
Torres Strait Fisheries Act 1984.

In the presence of: (Full Name)

Witness signature

SIGNED ON BEHALF OF THE BUYER BY: _____

In the presence of: (Full Name)

Witness signature

ANNEX C – DECLARATION BY PROPOSER

Disposal by Tender No. AFMATI01/1617

I/We hereby submit a Tender sale purchase price to the Commonwealth of Australia to take ownership of the item identified as LOT NUMBER ____*. I agree that use of the item will be in accordance with the requirements as set out in this tender AFMATI01/1617.

The firm price I/We offer for the purchase of the item, LOT NUMBER _____, in Australian Dollars is \$_____ (incl GST).

I/We agree with the conditions of sale set out in Sale by Tender No. AFMATI01/1617 of 14 July 2016 and will agree to and sign the Condition of Sale set out at Annex B of that document.

Full name and address of Proposer
and, if a partnership **,
the name of each partner.

Occupation or Business

Nationality

Date

Telephone/Facsimile Number

Signature of Proposer ***

Signature of Witness

Address

* In the case that the proposer wishes to lodge multiple alternative bids for one or more items, an accompanying letter should be attached clearly setting out the order and price for each lot number. Where the multiple alternative bids are not clearly set out in the accompanying letter, or not understood by AFMA, it will be at AFMA’s discretion as to their acceptance.

** In the case of a partnership, the names in all of the partners, the business address and the occupation or business of the partnership are to be stated.

*** In the case of a company, its registered office and its principal place of business in the Commonwealth are to be stated and the Proposal is to be submitted under the Common Seal of the Proposer or, as applicable, submitted under the signature of officers of the Proposer.