



REQUEST FOR TENDER

Contract No:

2019-002

Gravelling and Bitumen Sealing Coach Rd

For

COOMALIE COMMUNITY GOVERNMENT COUNCIL

TENDERS CLOSE:

4.00PM FRIDAY 5TH APRIL 2019

Council's Contact Officer:
Telephone:

Mr Robert Bright
08 8976 0058

Coomalie Community Government Council
141 Cameron Rd
PO Box 20
BATCHELOR NT 0845



These contract Documents and Specification comprises the following sections:

<u>SECTION</u>	<u>SUBJECT</u>
1	CONDITIONS OF TENDERING
2	SPECIAL CONDITIONS OF CONTRACT
3	GENERAL CONDITIONS OF CONTRACT
4	ANNEXURE TO GENERAL CONDITIONS
5	SPECIFICATION (PRELIMINARY)
6	SPECIFICATION (TECHNICAL)
7	TENDER FORMS AND SCHEDULES

NOTE: A word document of SECTION 7 Tender Forms and Schedules is available for the Tenderer to complete, sign and return as a complying tender.



SECTION 1

CONDITIONS OF TENDERING

1.1 REQUESTS FOR TENDER

The submission of a tender does not create a contract between any Tenderer and the Principal.

1.2 NATURE OF CONTRACT

The Contract shall be a Schedule of Rates Contract. The tender shall be assessed on each unit rate.

Nominal estimated quantities have been listed in Schedule 7.1 Schedules of Rates to provide guidance to the tenderer. Actual quantities will be determined onsite between the Contractor and the Superintendent.

The totals submitted in Schedule 7.1 Schedules of Rates will be used to determine the extent and limit of retention money under clause 2.16 Defects Liability.

1.3 PERIOD OF CONTRACT

The Contractor shall ensure that the work is completed including the second seal prior to 31st December 2019.

The commencement date shall be the date upon which the Tenderer is formally notified of the Principals acceptance of the Tender offer.

1.4 TENDER DOCUMENTS

The Tender Documents shall be the:

- a. Conditions of Tendering
- b. Special Conditions of Contract
- c. General Conditions of Contract AS4905-2002 and Annexure
- d. Specifications
- e. Tender Form and Schedules

No explanation or amendment to the tender documents shall be recognised unless in the form of a written addendum thereto issued by the Coomalie Community Government Council.



1.5 TENDER ENQUIRIES

Any enquiries relating to the administration of this Contract should be referred to the CEO Mr Paul McInerney on telephone (08) 8976 0058.

Any enquiries relating to the Specification of this contract should be referred to the Operations Manager Mr Robert Bright on telephone (08) 8976 0058.

1.6 CANVASSING OF PRESIDENT, COUNCILLORS AND STAFF

Any Tenderer, or Tenderer's representative, canvassing the President, Councillors or Coomalie Community Government Council staff with respect to the lodgement or assessment of this tender shall have that tender automatically disqualify.

1.7 PROBITY OF TENDER PROCESS

A Statutory Declaration is included in the Tender Documents which addresses "Collusive Tendering". Such declaration must be made and returned as part of the Tender.

1.8 TENDERER TO BE FULLY SELF INFORMED

A Tenderer is required to acquaint himself with all conditions relating to the Tender and inspect the site prior to submitting a Tender.

1.9 SUBMISSION OF TENDERS

At the time of tendering, all Tenderers must submit evidence to satisfy the Superintendent of their ability to undertake the work successfully and to establish that he has adequate experience, facilities, organisation, labour, equipment and financial resources to cope with the nature of and extent of the work outlined in this specification. Only Tenderers who are able to satisfy the Superintendent in this regard will be considered.

The tender shall be submitted upon the Tender Form provided.

The tenderer shall set forth:

- If a person, the full names, surnames and address of the tenderer.
- If a Company the name of the Company, Company details, Company representative and the address for the service of notices for the purposes of this tender.

The Tenderer shall set forth the name of the Company, address, contact details and the name of the representative authorised to submit the tender.

The Tenderer shall submit the Form of Tender accompanied by the completed tender schedules and copies of other required documents.

The Tenderer shall not alter or add to any Tender Document except as required by these Conditions of Tendering.



1.10 DOCUMENTS TO BE LODGED WITH TENDER

Tenderers shall lodge the following documents with their tender:

Tender Form
Schedule of Rates
Schedule of Day works
Schedule of Insurance
Schedule of Plant & Equipment
Schedule of Qualifications & Licences
Schedule of Major Sub Contractors
Schedule of Major Suppliers
Schedule of Current Commitments and Referees
Schedule of Local and NT content
Declaration of Supporting information
Declaration of Business status
Collusive Tendering – Statutory Declaration

1.11 LODGEMENT OF TENDERS

Tenders for this contract may be accepted up to the closing time by:

- a) Delivery by hand to the tender box; or
- b) Mail, must be posted with sufficient time to reach the tender box prior to the closing time; or
- c) Email to mail@coomalie.nt.gov.au

Late tenders will not be accepted.

1.12 CLOSING OF THE TENDER BOX

The Tender Box shall be closed at 4.00pm Central Australian Time on Friday 5th April 2019.

1.13 OPENING OF TENDERS

Tenders received will be opened at the office of the Coomalie Community Government Council in Cameron Road, Batchelor at a suitable time after the closing of tenders.

1.14 INFORMAL TENDERS

Any tender that does not comply with the requirements of the Conditions of tendering, may be rejected.



1.15 TENDER VALIDITY PERIOD

Tenders shall remain valid for a period of 60 days.

1.16 ALTERNATIVE PROPOSALS

Tenders must be submitted in accordance with the Tender Documents.

Alternatives will be considered if submitted in addition to a conforming tender.

1.17 CUSTOMS DUTIES

The Tenderer shall allow for any customs duty and costs applicable to all imported materials, plant and equipment required in connection with the work under the contract.

1.18 DISCREPANCIES, ERRORS AND OMISSIONS IN TENDER DOCUMENTS

Should the Tenderer find any discrepancy, error or omission in the Tender Documents, the tenderer shall notify the Superintendent in writing as soon as possible.

1.19 ASSESSMENT OF TENDERS

The assessment of tenders may take into account but not be limited to the following:

1. Fair and equitable consideration of interested suppliers.
2. Value for money. This includes consideration of:
 - a. Unit Rates
 - b. Tenderers performance on past Contracts
 - c. Tenderers resources including plant, equipment and current workload
 - d. Compliance with codes and regulations
 - e. Previous experiences with the supplier
 - f. Tenderers technical, financial and managerial capacity timeliness
3. Local businesses component.
4. Contribution to community well being.
5. Assessment of risk including financial, workloads, experience, previous history, ethical operations and acting in an environmentally sensitive manner.
6. Alternative or innovative methods (if applicable).

Tenderers are advised that each of the selection criteria is not given equal rate. The objective of the assessment is to select the tender which provides the best value and is the most advantageous to Council. This includes an assessment of risk associated with each tender.



1.20 ACCEPTANCE OF TENDERS

Council shall not be bound to accept the lowest or any tender. Council reserves the right to enter into negotiations with the preferred tenderer or any other tenderer

A tender shall not be deemed to have been accepted unless and until notice in writing of acceptance is handed to the Tenderer or is sent by prepaid post to or is left at the address stated in the Tender Form for the service of notice.

1.21 INSURANCE

The successful contractor will hold the following Insurance prior to commencing works.

1.21.1 Public Liability Insurance

The Contractor shall be liable for and keep indemnified the Principal from and against any compensation paid or expense arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal, the Superintendent or the employees, professional consultants or agents of the Principal or any claim associated with the work required in the contract that is not the fault of the Principal.

Before commencing work under the Contract, the Contractor shall take out a Public Liability Policy of Insurance. The Coomalie Community Government Council shall be noted on the policy as an interested party.

The Public Liability Policy of Insurance shall be for an amount not less than twenty million dollars (\$20,000,000.00)

The Contractor will ensure the Principal holds a copy of an in date Certificate of Currency throughout the contract period.

The Contractor shall be responsible for ensuring that all sub-contractors have appropriate insurance.

1.21.2 Workers Compensation Insurance

The Contractor shall maintain for the duration of the Contract appropriate Workers Compensation insurance cover for all workers employed by the Contractor. This cover shall comply with the Return to Work and Regulations in the Northern Territory.

The Contractor shall ensure that all persons employed under labour hire agreements, whether by the Contractor or through a Labour Hire Firm, are appropriately covered by Workers Compensation insurance.

Self-employed Contractors should ensure that they have appropriate insurance coverage in place. The Contractor shall be responsible for ensuring that all sub-contractors have appropriate insurance policies and upon request, shall provide to the Superintendents representative copies of all insurance documents, including those of any sub-contractors (including) employed contractors and person employed under Labour Hire Agreements).



1.22 PRECUREMENT PRINCIPLES – LOCAL BUSINESS

A business must satisfy one or more of the following requirements to be considered local businesses. The weighting given to the local business will not be an arbitrary amount or percentage, but will depend on the individual circumstances and the procurement required.

To be classified as a local business it will be subject to the following test. The businesses:

- principle premises is located within the Shire boundary
- employs mostly shire residents and landowners
- sources most of its required goods and services for other businesses within the shire
- contributes to the wealth and wellbeing of the community.

1.23 INTERPRETATION OF TERMS

'Person' means a natural person, or a corporation, partnership, joint venture, incorporated association, government, local government authority or agency.

'Purchase Order' means an order issued to the Contractor by the Principal providing essential detail of a particular supply requirement.

'Schedule of Rates' means any schedule included in the contract that shows the respective unit rate of payment for the supply of the goods, and unless otherwise stated the unit rate shall be in Australian dollars and inclusive of GST.

'the Authorised Officer' is the person so named on an official Purchase Order.

'the Contract' means the document which constitutes or evidences the final and concluded agreement between the Principal and the Contractor concerning supply of the Goods.

'the Contractor' means the Person who as party to the Contract is bound to supply the goods in accordance with the Contract and includes that Persons heirs, executors, administrators and permitted assigns and in the case of a corporate body its successors and permitted assigns.

'the Principal' means the Coomalie Community Government Council; the address of the Principal for the service of notices is Chief Executive Officer, Coomalie Community Government Council, PO Box 20, Batchelor NT 0845.

'the Superintendent' means the administrator of the Contract on behalf of the Principal.

'the Specification' means the detailed description of works, workmanship and materials to be carried out under this Contract. It includes the description of items set out in the Schedule of Rates or the Purchase Order specifying the works.

'Unit Price' means the price per unit of the Goods stated in the Schedule of Prices or Purchase Order.



SECTION 2

SPECIAL CONDITIONS OF CONTRACT

2.1 LEGISLATIVE REQUIREMENTS

The laws affecting this contract will be the laws in force in the Northern Territory during the term of the contract.

2.2 HOURS OF WORK

The contractor may work between the hours:

- 7.00am and 7.00pm

The contractor is expected to inspect, maintain and preserve the worksites in a safe condition outside these hours.

Council's normal hours are 7.00am to 3.30pm Monday to Friday. The contract Superintendent may not be available outside this time span. The Contractor may be liable for costs associated with the Superintendent's costs carrying out inspections or attending meetings outside of these times.

Monies owing will be deducted from each relevant progress payment at the relevant overtime rate.

Contractor shall give the Superintendent reasonable notice (48 hrs during the normal working week) when the following phases of construction are completed and ready for inspection:

- (a) Compacting of pavements
- (b) Formation of pavements immediately prior to priming/seal
- (c) Primed pavement immediately prior to sealing.

It is the Superintendent's responsibility to inspect the work within that period and if for any reason unable to do so, to notify the Contractor and to grant an appropriate extension of time for completion or other arrangements.

2.3 VEHICLE ACCESS

It is the Contractor's responsibility to liaise with the owners of adjacent properties, to ensure access is maintained at appropriate times.

2.4 SITE AFTER HOURS

The site after hours shall be left such that traffic can safely transverse the work site.



2.5 DUST

The Contractor shall ensure that dust is controlled at the worksite both when working onsite and also when work is not being carried out onsite.

The Contractor will ensure that dust is controlled on haul roads as to not create a nuisance to the residents and public using the roads.

2.6 SAFETY REQUIREMENTS

Works and Materials

All works carried out under this contract, including methods of construction, and use and storage of materials shall comply with relevant safety legislation and where no such legislation exists shall be made safe so as to protect persons and property.

Protective Clothing and Safety Equipment

It is the Contractor's responsibility to ensure that his employees and subcontractors are suitably equipped and attired for the conditions under which they work.

Should unsuitably attired or equipped personnel be observed on site, the Superintendent may instruct suspension of works and/or removal of the offending persons from the site.

2.7 NT WHITE CARD

- (a) The Northern Territory Code of Practice for Induction for Construction Work (the Code) came into effect on 31 October 2009. The Code, introduced the NT White Card, which is evidence the card holder has completed general construction induction training.
- (b) The NT White Card or equivalent from interstate is mandatory for all employees working onsite for this contract.

2.8 CONFIDENTIALITY

Information collected under this contract remains the property of the Principal. The Contractor or its employees, agents, directors, partners, shareholders or consultants shall not disclose to any person, any information or documentation relating to the Principal of the affairs of others which may have come to its or their knowledge as a result of the contract or performance of the works and shall take all necessary precautions to prevent unauthorised access to such information or documentation. The Contractor shall not divulge any information regarding the nature of progress of the works or give any publicity concerning the works except with the written consent of the Principal.



2.9 CLAIMS FOR PAYMENT

The claim for payment shall be in the form of a detailed tax invoice.

The invoice shall comply with the requirements of the GST Law (as a Tax Invoice) and shall, unless inconsistent with the GST Law, specify the following:

- (a) The Principals Purchase Order Number;
- (b) The specific Schedule of Rates item no. for the particular works including description (item name);
- (c) The specific Quantity of the item no;
- (d) The specific Rate of the item no; and
- (e) The extended total of each specific item no. (Multiplying rate x item no.)
- (f) The amount of any GST paid or payable by the Contractor with respect to the fees;
- (g) The date of delivery of the services to which the invoice relates;
- (h) The Contractor's address for payment.

All invoices shall be submitted by post to Coomalie Community Government Council PO Box 20 Batchelor NT 0845 or emailed to accounts payable accounts@coomalie.nt.gov.au.

For additional works outside the contract, an Instruction to Contractor (ITC) form must be obtained from the Superintendent's Representative and the invoice must refer to the Instruction to Contractor number.

The Principal will process detailed invoices received at the Principals address by the 21st day of the following month.

2.10 PAYMENT

On receipt of a claim for payment and approval by the Superintendent the Principal will transfer funds electronically to the contractor's nominated bank account.

Retention monies will be withheld in accordance with Schedules (Clause 4 Annexure to General Conditions.)

2.11 GST AND OTHER EXPENSES TO BE INCLUDED IN RATES

The Tendered Rates, and inclusive of all expenses of the contract, insurance, duties, imposts and taxes which shall be paid by the Contractor, are inclusive of GST.



2.12 CUSTOMER SERVICE

A positive commitment to Customer Service shall be demonstrated by the Contractor and Sub-Contractors, towards Council's clients and ratepayers. The Contractor's employees shall at all times be polite and courteous to all members of the public, and not engage in contentious discussion or behaviour.

Customers with complaints should be asked to refer their complaint to the Superintendent.

2.13 SECURITY DEPOSIT DEFECTS LIABILITY

There is no security deposit with this contract.

2.14 DEFECTS LIABILITY

Council will deduct 10% Retention money from each payment up to 5% of the contract nominal amount listed in the tender for defects liability. 50% will be returned to the contractor within 14 days of the Superintendent issuing a Certificate of Practical Completion. The remainder will be returned to the contractor within 14 days following the satisfactory completion of the Defects Liability period (52 weeks).



SECTION 3

GENERAL CONDITIONS OF CONTRACT

3.1 GENERAL CONDITIONS

The General Conditions of Contract governing this Contract are AS4905 – 2002 Minor Works Contract Conditions (Superintendent Administered).



SECTION 4

ANNEXURE TO GENERAL CONDITIONS

1	Principal	Coomalie Community Government Council ABN 86 643 539 250
2	Principal address	PO Box 20 Batchelor, NT 0845 Council Office 141 Cameron Road Batchelor, NT 0845 ABN 86 643 539 250
3	Contractor	
4	Contractor address	
5	Superintendent	Operations Manager
6	Superintendent address	PO Box 20 Batchelor, NT 0845 Council Office 141 Cameron Road Batchelor, NT 0845
7 a)	Date for Practical Completion (Clause1)	31 st December 2019
b)	Period of time for Practical completion (Clause 2)	N/A

CONTRACT: 2019-002
GRAVELLING AND SEALING OF COACH ROAD



8	Contractors security	
a)	Form	Retention Monies
b)	Amount	5% of the Contract Sum
c)	Retention moneys, percentage of each payment certificate	10% until limit in Item 8 (b) is reached
d)	Time for provision (except for retention monies)	Not Applicable
9	Insurance of the Works Amount of Limit of Indemnity for Damage to other property of the principal. (Sub clause 10.1 (a))	NA
10	The amount of Contract Works insurance Cover (clause 11)	NA
11	Public Liability Insurance Amount per occurrence shall not be less than	\$20,000,000. Coomalie Community Government Council noted as an interested party thereon
12	Time for giving possession	14 days after acceptance of the tender
13	Liquidated damages (subclause 20.5) a) Rate b) Limit	\$200 per calendar day \$10,000
14	Delay damages, (Subclause 20.6) a) Rate b) Limit	\$200 per calendar day \$10,000
15	Defects Liability Period	52 weeks

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GRAVELLING AND SEALING OF COACH ROAD



16	Progress Claims	
a)	Times of progress claims	Last Day of each month
17	The rate if interest on overdue payments (Subclause 23.4)	10% per annum calculated daily
18	Arbitration (Subclause 27.3)	
	a) The person to nominate an arbitrator	President of the Institute of Arbitrators and Mediators Australia.
	b) Rules for arbitration	Rules 5-18 of the Rules of The Institute Arbitrators & Mediators Australia for the conduct of Commercial Arbitrations



SECTION 5

SPECIFICATION (PRELIMINARY)

5.1 DESCRIPTION OF THE WORKS

The work comprises the supply of all labour, plant and materials necessary for:

- Site establishment and mobilisation
- Setting out
- Widening of the existing road formation to a minimum of 8.4m
- Supplying, laying and compacting one or two layers of gravel each 100mm thick compacted over the full width of the formation
- Shaping and preparing for bitumen sealing
- Lay bitumen with a 14mm seal
- Lay after 3months a second bitumen seal with 10mm aggregate
- Restore table drains and clean-up site.

The length of work involved is approximately 2km. It is proposed to reshape the existing pavement to an 8.40m wide formation, gravel and lay a 6.4m wide bitumen seal with 14mm aggregate and after three months a second bitumen seal with 10mm aggregate. It is intended that the work will tie into existing floodway's. The second seal will extend over those flood ways.

The formation cross section will be 3% on the straights and appropriate superelevation around the corners.

The final length and details of the work will be dependent on the available funds through the NT Government Grants program and the tendered prices.

There will be very little alteration to the vertical and horizontal alignment and it is therefore not intended to produce plans for the work.

5.2 SITE OF WORKS

The works are situated at Coach Road Adelaide River in Coomalie Community Government Council area.

5.3 SITE INFORMATION

The Principal does not represent that information made available shows completely, the existing site or sub-surface conditions. The Tenderer shall make his own interpretations, deductions and conclusions from the information made available and shall accept full responsibility for such interpretations, deductions or conclusions.

5.4 EXISTING STRUCTURES AND SERVICES

Any connections, disconnections or interference with existing structures and services shall be carried out under the supervision of the Superintendent to whom reasonable notice shall be given by the Contractor of his intention.



5.5 SITE AMENITIES

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workers and other persons lawfully upon the site and remove them on completion of the works.

5.6 MEASUREMENT OF WORK

All work will be measured to the nearest in square metres unless otherwise stated.

5.7 SURVEY AND SETTING OUT

There are no construction plans prepared for this project. The project involves sealing the road on the current alignment. There may be minor changes to the horizontal alignment to allow the construction of the full formation wide. This should not change the existing centre line by more than 2m. The Superintendent and Contractor may agree on changing the alignment if there are demonstrated benefits to the overall project.

The Contractor shall be responsible for all setting out and installing construction pegs required for the proper execution of the work.

5.8 CONSTRUCTION PROGRAM

Within 14 calendar days after the date of notification of acceptance of tender, the Contractor shall submit to the Superintendent a planned construction program.

The final bitumen seal will be completed by 31st December 2019. There will be a minimum of 3 months between the first seal and the second seal.

5.9 COMPLIANCE WITH STANDARDS AND CODES

Where the Contract requires the Contractor to comply with any standard or code, that standard or code shall, unless otherwise specified, be that which is current at the closing date for tenders.

If, subsequent to the award of the Contract, any such standard or code is amended, the Superintendent may direct that the Contractor to comply with such amendments and the cost to the Contractor shall be treated as a variation to the Contract.

5.10 UTILITIES

The Contractor is responsible for connection of all water, drainage, sewerage, gas and electricity services that may be required. The contractor shall apply for all relevant permits and pay all associated fees and/or charges which are levied by the appropriate Authorities.



5.11 WATER

The Contractor shall arrange for the supply of all water required for executing the works under the Contract and pay all incidental charges, including the cost of water used.

5.12 DAMAGE TO SERVICES

It shall be the duty of the Contractor to ascertain the true location of all services. The Contractor shall restore to the satisfaction of the relevant authority, any damage caused by the Contractor or his Sub-Contractor during execution of the works.

5.13 DAMAGE TO VEHICLES AND / OR PROPERTIES

The Contractor shall be responsible for any damage to vehicles and/or properties affected by the works under this contract.

5.14 JOINING UP

The joining of all old and new work shall be carried out in a manner approved by the Superintendent and made good to match existing adjacent work.

The contractor will join the work to existing driveways along the work. This will involve a smooth transition from construction work to the existing drive way.

5.15 SITE MEETINGS

The Contractor shall arrange meetings as required by the Superintendent. The Contractor shall keep minutes of such meetings and have two copies thereof forwarded to the Superintendent as soon as possible after each meeting.

At the first site meeting the Contractor shall submit to the Superintendent the names and telephone numbers of all responsible persons who may be contacted for after hour's calls during the course of the contract.

5.16 SITE CONTROL

The Contractor and all Sub-Contractors shall observe all rules and regulations in force on the site and shall comply with all notices and instructions issued by the Superintendent in relation to such rules and regulations.

Delivery of materials for the works will be arranged between the Contractor and the Superintendent.

Flammable or combustible materials are to be stored or used strictly in accordance with appropriate and relevant regulations.

Storage areas shall be kept in a neat and tidy manner to minimise hazards to persons, materials and equipment.



5.17 LOADS

All trucks travelling to or leaving the site with loose materials will be suitably covered in accordance with regulations and to minimise risk to other road users.

5.18 LOADING AND SIZE OF VEHICLE

Any vehicle used by the Contractor shall comply with the provisions of the Northern Territory Control of Roads Act. In particular the contractor shall ensure compliance with the prescribed limits on axle and wheel loads and on size of vehicles using public roads.

Council currently imposes weight restrictions on all its roads during the wet season. This extends from 1 December through to mid-April. Transport of plant, equipment and material during this time is subject to approval by Council. Councils regulations generally only restrict movements during rain periods and immediately afterwards if the pavements are saturated.

5.19 DUST, DIRT AND WATER

Adjoining owners, residents and the public are to be protected against dust, dirt and water nuisance. This includes residents along haul roads and other users of haul roads.

5.20 EROSION CONTROL

All proper precautions shall be taken by the Contractor to prevent erosion of soil from any lands used or occupied by the Contractor in the execution of work under the Contract.

5.21 PROTECTION OF FLORA

The Contractor shall refrain from destroying, removing or clearing trees and shrubs to an extent greater than is necessary for execution of work under the Contract.

The Contractor is responsible for approvals related to the environment. This includes compliance with any notices served by departments and agencies of the Northern Territory Government.



5.22 ADDITIONAL WORKS

During the course of the project it may be necessary to carry out additional work that is not listed in the Specification or Schedule. The Contractor will carry out the possible works listed in Clause 6.9 which include additional fill, stabilisation and additional gravel. The rates will be in accordance with the rates set out in Schedule 7.2

Work outside of those listed in Schedule 7.2 will be by an invitation to quote by the Superintendent. In these cases the Superintendent will either accept or not accept the quotation. If the Superintendent does not accept the quotation, the Principal reserves the right to carry out or not carry out the work by which ever means it considers appropriate.

5.23 OBVIOUS WORKS

The Contractor in consultation with the Superintendent shall carry out any reasonably obvious work to satisfactorily complete the works, even if not mentioned in the Specification. The works will be completed without additional charge. This may include but not limited to obtaining any approvals from the NT Government that may be required, clean up of table drains and the removal of debris from the project.

5.24 CYCLONE AND STRONG WIND PRECAUTIONS

During the period of November to April, and during periods of strong winds, the Contractor shall ensure that unfinished work, equipment, sheds, hoardings, materials and any other moveable items on the site are protected, stored or secured to the extent necessary to ensure that in strong wind conditions they will not be a danger to persons or property because of collapse, movement or any other cause.



SECTION 6

SPECIFICATION (TECHNICAL)

6.1 INTRODUCTION

Coach Road is located west of the Town of Adelaide River. Adelaide River is 112km south of Darwin.

Coach Road has been formed and constructed for at least 30 years. The road generally follows the contours of the existing landscape.

The work will be on Coach Road from the existing bitumen towards the town of Adelaide River.

The base material is likely to be locally sourced gravels. The gullies wash annually during the wet season. Council has progressively sealed most of the gullies to protect the road base. Culverts are limited to carrying low flows only.

There is an 80kph speed limit on the road. This is generally not complied with as there is very little enforcement. The horizontal alignment and vertical alignment do not meet best practice. The contract work does not include changes to vertical realignment. Changes to horizontal alignment will be very limited. It is not expected that the centre line will be moved in any location more than 2 m from the existing centreline.

Council has obtained a grant to seal the road. The grant does not allow for the complete reconstruction but will allow for additional gravel, reshaping of the cross-section including drains where required.

6.2 TRAFFIC OVERVIEW

The road is used by local landowners accessing their properties. There is very limited through traffic. The road does provide truck access to properties relocating stock and access to a gravel quarry. The estimated average number of vehicles per day is less than 50. The total percentage of medium and heavy vehicles is estimated to be below 5%.

Council applies a 20 tonne road weight limit on sealed roads during the wet season. This is from 1st December each year to the middle of the following April. Truck operators are permitted exemptions following application and assessment during this time. Councils regulations generally only restrict movements during rain periods and immediately afterwards if the pavements are saturated.



6.3 TYPE OF WORK TO BE CARRIED OUT

The contract involves:

- Site establishment and mobilisation
- Setting out the project
- Reshaping the existing road cross section including drainage gutters
- Supply of 100mm (compacted) of Class 2 gravel and compacted to a mean dry density of 98%
- The Superintendent may authorise additional 100mm of gravel (compacted) to be laid in areas where the Superintendent believes additional thickness is warranted
- The road pavement will be shaped for sealing and sealed with a bitumen seal Class 320 with the aggregate size of 14mm
- A second and final 10mm bitumen seal using S10E Polymer Modified Bitumen and 10mm aggregate will be laid at least three (3) months after the completion of the initial seal.

6.4 UNSUITABLE MATERIAL

In the progress of the work there may be some limited areas of unsuitable base material.

The Contractor will advise the Superintendent of these areas prior to the area being gravelled.

The Superintendent and the Contractor will determine the most appropriate course of action for replacement or strengthening of the unsuitable area. The final decision will ultimately be the Superintendents.

The Contractor will supply a price for the proposed work. The Superintendent must authorise any proposed additional works with the rates provided in the schedules.

Upon request from the Superintendent, the Contractor will provide a quotation for any additional work not covered in the schedules. The superintendent must approve the quotation prior to the work listed in the quotation commencing.



6.5 DRIVEWAYS

The Contractor will ensure that the existing driveways are tied into the formed road using a smooth transition from the roadway to the existing driveway. Council considers each gateway as an existing driveway. There are NO driveways along the road. Decisions relating to matching driveways will be determined between the Contractor and the Superintendent.

The Contractor's responsibility is limited to matching the finished road level and existing driveway. This shall include gravelling to the existing driveway.

The Superintendent may approve additional work where the driveway is poorly shaped, includes culverts intruding onto the road formation or any other reason.

The Contractor will supply a price for the proposed work. The Superintendent will authorise the variations and the price prior to the work commencing.

Council reserves the right not to accept the price for the work and carry out the work itself.

6.6 DECISION MAKING AND HOLD POINTS

The Contractor will test the final pavement of each segment before the next major stage of work. Testing should be carried out every 250m along the road. The Superintendent is to approve the testing authority.

The Superintendent may authorise additional testing at Council's expense.

The Contractor will arrange for testing and provide copies of satisfactory reports prior to commencing work that the gravel to be used meets the NT Government's current specifications for Type 2 gravel.

Sealing work will not commence until the Superintendent is satisfied that the pavement has reached the appropriate strength and the trimmed shape is consistent both in cross section and longitudinal section to match the existing road. Part of the evidence that the pavement is of suitable strength is that all tests including the Contractor's tests and the additional testing approved by the Superintendent meet the minimum requirements.

The bitumen sealing works should be carried out in manageable sections.



6.7 TRAFFIC CONTROL

The Contractor will allow reasonable provision to allow traffic to use Coach Road. This may include restricting traffic to one lane to allow work or if this is not possible restricting traffic in both lanes for short periods, generally not more than 15 minutes.

The Contractor will develop a suite of traffic control plans suitable for the project. The plans will comply with AS 1742-2 Traffic Control Devices for General Use as a minimum. The Contractor will provide the Superintendent with a copy of the plans prior to commencing work.

The traffic management for the site may include the use of traffic lights and/or traffic controllers.

The Contractor will supply, install and maintain the appropriate signs to warn and control traffic through each of the work sites.

The Contractor will ensure that a date record is kept of all traffic control plans used. This will be provided to the Superintendent upon request.

Signs and traffic control devices will be kept in good conditions and managed in accordance with AS1742-2. Signs will be removed or covered when they are inconsistent with activities within the worksite. E.g. Workman Ahead Signs to be covered during work breaks.

The Contractor will ensure the signs provide adequate warning at night. This will include the use of flashing roadwork lights.

Following bitumen sealing works a Loose Stones (T3-9) sign (size A) will be installed 80m prior to the bitumen sealing work and repeater signs no more than 500m apart. The signs will remain in place until loose stones are either swept from the pavement or have been kept in place and maintained for two weeks.

6.8 BITUMEN SEALING

The Contractor will arrange for bitumen sealing works to be carried out following approval from the Superintendent. Sealing works will be carried out in accordance with good industry practice appropriate to the Northern Territory.

The initial seal will use cutback bitumen (Class 320) with aggregate size of 14mm. The seal will be 6.4m wide

The initial seal will be allowed to cure for a minimum of three (3) months. A 10 mm seal will then be applied using S10E Polymer Modified Bitumen. The seal will be 6.4m wide.

The lengths to be sealed at any time will be the decision of the Contractor. All sealing work should be full width.



6.9 ADDITIONAL WORKS

Additional Fill Material

There may be occasions on small sections of the project where additional fill material for the formation is required to be brought from outside the project area. The contractor will provide a rate for the supply, delivery, laying and compacting of this additional fill material. The Supervisor will approve all additional fill material to be brought in.

The Contractor may make a claim for the additional fill material at the scheduled rate. This will be in addition to the rate to scarify existing pavement, reshape formation to 8.4m wide with a 3% cross fall and appropriate drains to correct shape. Compact to an average mean density of 100%.

Stabilisation

There may be small sections of the project where the Principal requests the Contractor to stabilise the existing pavement to improve strength. This is most likely to occur near floodway's. Generally the lengths required to be stabilised will be less than between 200m² and 1000m², however it is unlikely that the total amount of stabilisation work required will exceed 2600m² for the entire project.

The stabilisation medium will be General Purpose (GP) Cement; or General Blended (GB) Cement conforming to AS 3972-2010. The rate of application will be 8kg/m².

Water is clean and free from oil, alkali, organic matter and other deleterious substances, and that the total soluble salts content is less than 3000mg/l (TDS).

The process will be as follows:

- Scarify existing pavement full depth before spreading. This should not exceed 150mm
- Compact lightly to reveal irregularities in spread material and allow stabilising equipment to transverse the area. Shape and trim the area. Add top up material as necessary
- Select rate to be 8kg/m²
- Mix the stabiliser and pavement base course material uniformly
- Add water uniformly during mixing to achieve a moisture content suitable for compaction
- Mix to ensure uniform colour and free of lenses, pockets or clumps of stabiliser
- Compact immediately after mixing. Start at road edge and work towards crown, overlap passes
- Maintain optimum moisture content during compaction and finishing
- Complete compaction and finishing within 2 hours of adding water
- Trim surface to a smooth, dense closely knit finish
- Check Relative Compaction to achieve a Mean Dry density of 98%



SECTION 7

TENDER FORMS AND SCHEDULES

TENDER FORM

Chief Executive Officer
Coomalie Community Government Council
PO Box 20
Batchelor NT 0845

I/We, the undersigned having examined and acquired an actual knowledge of this Request for Tender, do hereby offer to perform the works / services herein described under contract, at the rates proposed in the completed schedules attached and in strict accordance with the general and special conditions of contract and specification and schedules:

Name and Title			
On behalf of (Full name of Company / Individual)			
Postal Address			
ABN / BN / ACN			
Telephone	Business: Mobile:	After Hours: Facsimile:	
Email			
Business / Trading Name			
Name / s of Proprietors			
Indicative cost based on estimates provided	\$		
If applicable, I/We confirm the receipt and inclusion of the proposal of addenda/s numbered:			

Signature		Date	
Witness Signature		Date	
Name of Witness			

Affix Company Seal here if applicable:

CONTRACT: 2019-002
GRAVELLING AND SEALING OF COACH ROAD



SCHEDULE 7.1 – SCHEDULE OF RATES

No	Item	Est Quantity	Rate Inc GST	Total Estimate Inc GST
a	Set up and mobilise plant. One off item for the entire project	ITEM		\$
b	Set out road construction pegs for alignment	2.00km		\$
c	Scarify existing pavement, reshape formation to 8.4m wide with a 3% cross fall and appropriate drains to correct shape. Compact to and average mean density of 98%	16,800m ²		\$
d	Install one layers of suitable gravel to total depth of 100mm (compacted) over the full width of the formation. Compact to an Average mean density of 100%. Trim surface suitable for sealing or make suitable for additional layers	16,800m ²		\$
e	Install additional layers as advised by the superintendent of suitable gravel to a depth of 100mm (compacted) over the full width of the formation. Compact to an average mean density of 100%. Trim surface suitable for sealing or make suitable for additional layers	12,000m ²		\$
f	1 st Seal 6.4m wide with cutback bitumen (class 320), lay and roll 14mm aggregate	12,800m ²		\$
g	2 nd Seal 6.4m wide with S10E Polymer Modified Bitumen, lay and roll 10mm aggregate	12,800m ²		\$
TOTAL of Items a,b,c,d,e,f,g,				\$

NOTE: Traffic Control and testing is to be costed in the unit rate for each element. Matching in of the existing property accesses will be incorporated in with items c, d, e.

Signature		Date	
Company Name			



SCHEDULE 7.2 - SCHEDULE OF DAY WORKS

DAY RATES: To be used if additional work is carried out and not included above

No	Item	Unit Rate	Rate Inc GST
a	Reseal existing sealed area with Cutback Bitumen (Class 320) using 14mm aggregate	Per m ²	
b	Reseal existing sealed area with Cutback Bitumen (Class 320) using 10mm aggregate	Per m ²	
c	Grader	Per hr	
d	Water Cart	Per hr	
e	Roller	Per hr	
f	Traffic Control	Per Day	
g	Supply additional fill to the project in accordance with Clause 5.22	Per m ³	
h	Stabilise subbase if required in accordance with Clause 5.22.	Per m ²	
i	Supply additional gravel only to the project over and above the requirement set out in Schedule 7.1.c and 7.1.d if required by Superintendent. The rate is to include, supply, delivery, spreading and compaction to a mean density of 100%.	Per m ³	

Signature		Date	
Company Name			



SCHEDULE 7.3 - SCHEDULE OF INSURANCE

7.3.1 Workers Compensation (for Contractors employing workers)

Policy number:	
Name of Insurer:	
Date of Expiry:	

7.3.2 Public Liability

Policy number:	
Name of Insurer:	
Date of Expiry:	

SCHEDULE 7.4 - SCHEDULE OF PLANT AND EQUIPMENT

PLANT DESCRIPTION MAKE / MODEL	YEAR OF MAKE	OWNER	REG NO.	QUALITY (Please state) A - As New B – Good C – Fair

Signature		Date	
Company Name			



SCHEDULE 7.5 – QUALIFICATIONS AND LICENCES

Provide details of key personnel

NAME	QUALIFICATIONS LICENCES	ROLE WITHIN THE CONTRACT	YEARS OF EXPERIENCE IN ROLE

SCHEDULE 7.6 – SCHEDULE OF MAJOR SUB-CONTRACTORS

SUB-CONTRACTOR NAME & ADDRESS	PROPOSED WORK TO BE PERFORMED BY SUB-CONTRACTOR

Signature		Date	
Company Name			



SCHEDULE 7.7 – SCHEDULE OF MAJOR SUPPLIERS

SUPPLIERS NAME & ADDRESS	PROPOSED GOODS TO BE SUPPLIED

SCHEDULE 7.8 - SCHEDULE OF CURRENT COMMITMENTS & REFEREES

Work Description	Total Value of Work \$	Principal for whom Work Executed	Contact Name	Contact Phone No.
COMPLETED SIMILAR WORKS				
NOT YET COMPLETED WORKS				

Signature		Date	
Company Name			



SCHEDULE 7.9 – SCHEDULE OF FINANCIAL AND TRADE REFEREES

TENDERER'S BANK: Branch: Contact Person: Telephone Number:		
MAJOR SUPPLIERS	NAME OF CONTACT PERSON	PHONE & FAX NO.
		PH: FAX:
		PH: FAX:
		PH: FAX:
Disclosure Declaration	<p>I..... (full name including title if bearer of company or incorporated body) hereby authorise the above listed bank and/or companies nominated by me to provide a credit reference to COOMALIE COMMUNITY GOVERNMENT COUNCIL or it's banker, if so requested.</p> <p>This authorisation is for the sole and confidential use of COOMALIE COMMUNITY GOVERNMENT COUNCIL for the purposes of assessment of the tender hereby submitted.</p>	

SCHEDULE 7.10 - LOCAL AND NORTHERN TERRITORY CONTENT

	Response
Outline local Coomalie content in either the business or intended business to be used on this project? <i>Attach information if insufficient room</i>	
Outline Northern Territory content in either the business or intended business to be used on this project? <i>Attach information if insufficient room</i>	

Signature		Date	
Company Name			



SCHEDULE 7.11 - DECLARATION OF SUPPORTING INFORMATION

Provide on this schedule or attach any information supporting your ability to meet the requirements of the tender

Signature		Date	
Company Name			



SCHEDULE 7.12 – DECLARATION OF BUSINESS STATUS

<p>SOLE TRADER</p> <p>Full name and address of proprietor</p> <p>RBN / ABN</p>	
<p>PARTNERSHIP</p> <p>Full name and address of proprietor</p> <p>RBN / ABN</p>	
<p>Name of Holding or Subsidiary Companies (if applicable)</p>	
<p>Alternative 1</p> <p>I certify on behalf of the Tenderer that to the best of my knowledge none of the Proprietors, Directors, Managers or their spouses is or has ever been bankrupt or a Director, Manager or Secretary of a Company that is being or has been wound up (whether voluntary or otherwise).</p>	
<p>Alternative 2</p> <p>As sole trader / Partnership, I / We certify that the business is not trading under:</p> <ul style="list-style-type: none"> - an arrangement and/or reconstruction (i.e. restructuring a public company) - receiver and management - official management - An arrangement with creditors without sequestration (i.e. without the proprietors being made bankrupt). 	
<p>Alternative 3:</p> <p>The tenderer must provide details of each instance of the tenderer, his or her spouse, every partner and his or her spouse, every director, manager and their spouses being bankrupt or having entered into an arrangement with his or her creditors without proceeding to bankruptcy or having been a Director, Manager or Secretary or a company which is being or has been wound up or is trading under an arrangement with creditors.</p>	
<p>DETAILS</p>	

NOTE: Strike out Alternatives which are not applicable

Signature		Date	
Company Name			



7.13 - COLLUSIVE TENDERING STATUTORY DECLARATION

Tenderers shall ensure that each tender is prepared independently without reference to other tenders to this invitation. Tenders found to be manipulating the process in any way will be automatically excluded.

Tenderers are required to complete and sign the Statutory Declaration on the next pages this effect.



THE NORTHERN TERRITORY OF AUSTRALIA
STATUTORY DECLARATION

(Page 1 of 2)

I, (Full name),

of
(Name of Persons Address.

do solemnly and sincerely declare that:

1.1 Definitions

In this Statutory Declaration:

“**Bidders**” means any tenderers for the Contract and includes the Tenderer;

“**the Contract**” means the Contract to which this Tender and Statutory Declaration pertains;

“**Industry Association**” means any organisation of which bidders are members;

“**the Tenderer**” means *(insert name of company, other body corporate, firm, or individual)*

..... ;

“**Tender Price**” means the amount or amounts indicated by a Bidder as the lowest amount or amounts for which that Bidder is prepared to perform the Contract.

1.2 2. Introduction

2.1 I hold the position of *(insert title)*

.....
of the Tenderer and am duly authorised to make this declaration on its behalf.

2.2 I make this declaration on behalf of the Tenderer and on behalf of myself.

1.3 3. No Knowledge of Tender Prices

Prior to the Tenderer submitting its tender for the Contract, neither the Tenderer, nor any of its employees or agents, had knowledge of the Tender Price, or proposed Tender Price, of any Bidder (other than the Tenderer) who submitted, or proposed to submit, a tender for the Contract.

1.4 4. Disclosure of Tender Price

Neither the Tenderer, nor any of its employees or agents has disclosed nor will they disclose prior to the Closing Date the Tenderer's Tender Price to:

4.1 any other Bidder who has submitted or will submit a Tender for the Contract;

4.2 any other person, company, body corporate, or firm proposing to submit a Tender for the Contract;

4.3 any person or organisation connected or associated with a Bidder, person, company, body corporate, or firm of a kind referred to in Clauses 4.1 or 4.2.

1.5 5. Provision of Information

Except as stated herein, neither the Tenderer, nor any of its employees or agents, has provided or will provide information to:

5.1 any other Bidder who has submitted or will submit a Tender for the Contract;

5.2 any other person, company, body corporate, or firm proposing to submit a Tender for the Contract; or

5.3 any other person, company, body corporate, or firm for the purpose of assisting in the preparation of a tender for the Contract.



1.6 6. Genuine Competition

The Tenderer is genuinely competing for the Contract.

1.7 7. Industry Association Agreements

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding, other than as disclosed to the Council in the Tenderer's Tender, that the successful Bidder for the Contract will pay any money to, or provide any other benefit or other financial advantage to, an Industry Association in respect of the Contract.

1.8 8. Unsuccessful Tenderers' Fees

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that the successful Bidder for the Contract will pay any money to, or provide any other benefit or other financial advantage to, any other Bidder who unsuccessfully tendered for the Contract.

1.9 9. Qualifications to Tenders

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that Bidders for the Contract would include an identical or similar condition or qualification in their Tenders for the Contract if any such condition or qualification is included in the Tenderer's Tender.

This declaration is true and I know it is an offence to make a statutory declaration knowing it is false in a material particular.

Declaration

Declared at _____ on the _____ day of _____ 2019

.....
Signature of the person making the declaration

Witnessed by:

.....
Signature of the person before whom the declaration is made.

.....
Full name of person before whom the declaration is made, legibly written, typed or stamped.

.....
Insert full name of person before whom the declaration is made, legibly written, typed or stamped.

*NOTE: This declaration may be witnessed by ANY person who is at least 18 (eighteen) years of age.
This written statutory declaration must comply with Part 4 of the Oaths Affidavits and Declarations Act.*

Making a declaration knowing it is false in a material particular is an offence for which you may be fined or imprisoned.