



REQUEST FOR TENDER

Contract No:
201920-001

Collection, Compaction and Disposal of Garbage.

For

COOMALIE COMMUNITY GOVERNMENT COUNCIL

TENDER CLOSE:

4.00PM FRIDAY 5TH APRIL 2019

**Council's Contact:
Telephone:**

**Reception
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 OF CONTRACT
5.	SPECIFICATION
6.	TENDER DOCUMENTS AND SCHEDULES

NOTE: A Word Document of SECTION 6.00 Tender Documents and schedules are available for Tenderers to complete, sign and return as a complying tender.



SECTION 1.

CONDITIONS OF TENDERING

1.1 REQUEST 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.

Payments will be made on the number of identified domestic and commercial properties which pay the annual charge for the service. In addition the contractor is required to service Council's public bins. The monthly payment will be adjusted if and when additional services are added or services are withdrawn.

1.3 TENDER DOCUMENTS

The Tender Documents shall be the:

- a. Conditions of Tendering
- b. Special Conditions of Contract
- c. General Conditions of Contract AS4905-2002, 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.

1.4 TENDER ENQUIRIES

Any enquiries relating to this Contract should be referred to Reception telephone (08) 8976 0058.

1.5 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 preparation, lodgement or assessment of this tender shall have that tender automatically disqualified.



1.6 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.

1.7 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.

1.8 SUBMISSION OF TENDERS

At the time of tendering, all Tenderers must submit evidence to satisfy the superintendent of his 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 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 tender 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.

1.9 DOCUMENTS TO BE LODGED WITH TENDER

Tenderers shall lodge the following documents with their tender:

Tender Form
Schedule of Rates
Schedule of Insurance
Schedule of Plant & Equipment
Schedule of Major Sub Contractors
Schedule of Current Commitments and Referees
Schedule of local and NT Content
Declaration of Supporting information
Declaration of Business status
Collusive Tendering – Statutory Declaration



1.10 LODGEMENT OF TENDERS

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

- a) Delivery by hand to the tender box;
- 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.

1.11 CLOSING OF THE TENDER BOX

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

1.12 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.

1.13 INFORMAL TENDERS

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

1.14 TENDER VALIDITY PERIOD

Tenders shall remain valid for a period of 60 days.

1.15 ALTERNATIVE PROPOSALS

Tenders shall be submitted in accordance with the Tender Documents. Alternatives will be considered if submitted in addition to a conforming tender.

1.16 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.



1.17 DISCREPANCIES, ERRORS AND OMISSIONS IN TENDER DOCUMENTS

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

1.18 ASSESSMENT OF TENDERS

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

- Completeness
- Achieving best value for money
- Unit rates
- Anticipated benefits of the commercial, technical and economic benefits of their tender to the Coomalie Region and the Northern Territory
- Tenderers performance on past contracts
- Tenderers resources including plant, equipment and current workload
- Tenderers technical, financial and managerial capacity
- 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 most advantageous to Council.

1.19 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.

1.20 PROCUREMENT PRINCIPLES

Council officers must have regard to the following procurement principles in all purchasing activities:

(a) *Open and effective competition*

Purchasing should be open and result in effective competition in the provision of goods and services. Council must give fair and equitable consideration to all motivated prospective suppliers.

(b) *Value for money*

Council must harness its purchasing power to achieve the best value for money. The concept of value for money is not restricted to price alone. The value for money assessment must include consideration of:

- (i) contribution to the advancement of Council's priorities;
- (ii) fitness for purpose, quality, services and support;



- (iii) whole-of-life costs including costs of acquiring, using, maintaining and disposal;
- (iv) internal administration costs;
- (v) technical compliance issues;
- (vi) risk exposure; and
- (vii) the value of any associated environmental benefits.

(c) Encouragement of the development of competitive local business and industry

Council encourages the development of competitive local businesses within the Coomalie Community Government Council area.

In this policy a “Coomalie Supplier” is a supplier which:

- (i) is beneficially owned by persons who are residents or ratepayers within the Coomalie Community Government Council area;
- (ii) has its principle place of business within the Coomalie Community Government Council area;
- (iii) otherwise has a place of business within the Coomalie Community Government Council area which solely or primarily employs persons who are residents or ratepayers of the Shire.

In this policy a “Northern Territory Supplier” is a supplier which is not a Coomalie Supplier and:

- (i) is beneficially owned by persons who are residents or ratepayers within the Northern Territory;
- (ii) has its principle place of business within the Northern Territory;
- (iii) otherwise has a place of business within the Northern Territory which solely or primarily employs persons who are residents of the Northern Territory.

Council wishes to pursue the principle and objectives of enhancing the capabilities of local business and industry as part of the process of making its purchasing decisions.

For this purpose:

- A margin calculated in accordance with the table below may be added to the tendered or offered price of a supplier that is not a Coomalie Supplier for the purpose of comparison with prices tendered or offered by Coomalie Supplier(s) as part of the process of assessment of tenders or offers

Value of Purchase (inclusive of GST)	Margin %	Maximum Margin
Less than \$1,000	5%	\$50
\$1,000 to \$5,000	4%	\$200
\$5,000 to \$15,000	3%	\$450
\$15,000 to \$100,000	2%	\$2,000
More than \$100,000	3%	\$3,000

- A margin calculated in accordance with the table below may be added to the tendered or offered price of a supplier that is not a Northern Territory



Supplier for the purpose of comparison with prices tendered or offered by Coomalie Suppliers and/or Northern Territory Suppliers as part of the process of assessment of tenders or offers.

Value of Purchase (inclusive of GST)	Margin %	Maximum Margin
Less than \$1,000	5%	\$50
\$1,000 to \$5,000	4%	\$200
\$5,000 to \$15,000	3%	\$450
\$15,000 to \$100,000	2%	\$2,000
More than \$100,000	3%	\$3,000

OR

Council may add a “local preference” assessment loading worth not more than 5% of the total evaluation criteria for the purpose of evaluating tenders or offers received from Coomalie Suppliers or Northern Territory Suppliers;

OR

Council may accept a tender or offer from a Coomalie Supplier or from a Northern Territory Supplier in preference to a comparable tender or offer from another supplier even if the tender or offer from the other supplier has been assessed as more favourable in terms of one or more of the assessment. The overall differences will not be substantial. The selected Coomalie supplier or Northern Territory supplier must meet Council’s requirements at an acceptably high standard.

Where price, performance, quality, availability, suitability and other evaluation criteria are comparable, the following areas may also be considered in evaluating offers:

- creation of local employment opportunities;
- more readily available servicing support;
- more convenient communications for contract management;
- economic growth within the local area;
- benefit to Council of associated local commercial transaction.

(d) Environmental protection

Council promotes environmental protection through its purchasing procedures. In undertaking any purchasing activities Council will:

- (i) promote the purchase of environmentally friendly goods and services that satisfy value for money criteria;
- (ii) foster the development of products and processes of low environmental and climatic impact;
- (iii) provide an example to business, industry and the community by promoting the use of climatically and environmentally friendly goods and services; and
- (iv) encourage environmentally responsible activities.



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 PERIOD OF CONTRACT

The Contract will be from 1st July 2019 until 30th June 2020. Council may at its discretion extend the contract for two additional one-year periods.

2.3 SAFETY REQUIREMENTS

Works and Materials

All works carried out under this Contract, shall comply with relevant safety legislation and where no such legislation exists shall be in a safe manner 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 whilst providing the service, the Superintendent may instruct suspension of works and/or removal of the offending persons from the site.

2.4 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.

2.5 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) Contract number;
- (b) Specific Schedule of Rates item no. for the particular works including description (item name);
- (c) Specific Quantity of the item no;
- (d) Specific Rate of the item no;
- (e) Extended total of each specific item no. (multiplying rate x item no.)
- (f) Amount of any GST paid or payable by the Contractor with respect to the Fees;
- (g) Date of delivery of the Services to which the invoice relates;
- (h) Contractor's address for payment.

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

For additional works outside the contract, an Instruction to Contractor 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 within 21 days.

2.6 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.

2.7 GST AND OTHER EXPENSES TO BE INCLUDED IN RATES

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

2.8 RISE AND FALL

The contract will be subject to annual rise and fall if the contract is extended beyond the 12 month period. The rise and fall will be calculated on ABS Series 6401. Table 5 All groups Darwin. The rates will be calculated from the end of March figures.

2.9 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.

2.10 SECURITY DEPOSIT DEFECTS LIABILITY

There is no security deposit with this contract.

2.11 INSURANCE

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

a. 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 and a copy be provided to Coomalie Council.

b. 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 persons employed under Labour Hire Agreements).



3 GENERAL CONDITIONS OF CONTRACT

3.1 GENERAL CONDITIONS

The General Conditions of Contract governing this Contract is AS4921 – 2003 Provision of Asset Maintenance and Services.



SECTION 4

ANNEXURE TO GENERAL CONDITIONS OF CONTRACT 201920-001

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	Contractors Address	
5	Performance Duration	1 day for each service
6	Performance Period Cycle	Weekly for domestic/ public bins and twice weekly for commercial bins. Provision is made for additional pickup of public bins.
7	Total Performance Period	1 July 2019 until 30 June 2020. Two extensions of 12 months are possible subject to approval from principal.
8	Legislative Requirements	Contractor responsible for all legislative requirements except those that can only be satisfied by the principal.

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9	<p>Contractors Liability is limited as follows:</p> <ul style="list-style-type: none"> a.) For claims in respect or arising out of death or personal injury. b.) For loss of rents, income (other than under Item 4(a), and the opportunity to earn profits and indirect and consequential loss. c.) For all other claims whatsoever. 	<p>Unlimited</p> <p>\$1.00</p> <p>The contract sum as adjusted pursuant to the contract.</p>
10	The principal's liability is limited as follows	The contract sum as adjusted pursuant to the contract.
11	<p>Public Liability Insurance</p> <p>Amount per occurrence shall not be less than</p>	<p>\$20,000,000. Coomalie Community Government Council noted as an interested party thereon</p>
12	Date and time for commencing the services.	1 July 2019
13	<p>Dates on which or times within progress claims are to be given</p> <p>Payment</p>	<p>Within 21 days of the end of each calendar month in which the services were provided. Variation Applies. Variation is The principal shall, within 21 days after receiving a progress claim pay the contractor the amount due to the contractor after setting off such moneys as the principal is entitled pursuant to the contract to set off.</p>
14	Interest on overdue payments	10%per annum calculated daily.
15	<p>Arbitration</p> <ul style="list-style-type: none"> a) The person to nominate an arbitrator b) Rules for arbitration 	<p>President of the Institute of Arbitrators and Mediators Australia.</p> <p>Rules 5-18 of the Rules of The Institute Arbitrators & Mediators Australia for the conduct of Commercial Arbitrations</p>



SECTION 5

SPECIFICATION

5.1 DESCRIPTION OF THE WORKS

The work comprises the following:

- Provision of a weekly domestic waste pickup in the towns of Adelaide River, and Batchelor.
- Provision of a twice-weekly commercial waste pickup in Adelaide River, Batchelor, Lake Bennett and along Litchfield Park Road.
- Emptying of Council's public waste bins weekly in Adelaide River and Batchelor.

Waste material is to be compacted and dumped at the Batchelor Landfill or other suitable licenced Landfill or Transfer Station. Waste from this contract will not be dumped at the Adelaide River Transfer station.

5.2 CURRENT PROGRAM.

The Contractor will advise residents and business that bins should be put out for collection on the night before the actual collection. Currently bins are emptied early Monday morning and on Thursdays.

These days and times are standard throughout the year with the exception of Christmas Day. Bins are emptied on the next working day.

The bins to be picked up are generally 240L wheelie bins and some commercial businesses are using 660L wheelie bins.

5.3 CHANGES TO COLLECTION TIMES.

Should the Contractor wish to change collection times they will prepare a suitable community education program, implementation program and follow up program which will be approved by Council prior to the contractor implementing the program.

5.4 CLAIMS OF BINS NOT BEING PICKED UP.

From time to time people receiving the garbage pick-up service claim that their bin was not picked up on the regular pickup. This may be a legitimate complaint, however past experience shows that in some cases the claims have been unjustified. The contractor will prepare a strategy to manage these complaints.

5.5 DISRUPTION TO SERVICES.

The Contractor shall ensure that they have in place appropriate strategies to manage unforeseen disruption of services. This may include plant breakdowns or staff absences.



5.6 EDUCATION OF RESIDENTS.

The Contractor shall prepare a suitable community education program to advise residents of their responsibilities in relation to the collection program. This may include service times, types of bins that will be collected, in appropriate waste, condition of bins. The education program should also include procedures for non-compliance with requests, warning and ultimately withdrawal of the service to the resident.

The programs should be approved by Council prior to implementation.

5.7 NOISE MANAGEMENT.

The collection of household and business garbage has traditionally been carried out in the early hours of the morning. This often generates noise complaints. The contractor will develop and provide a suitable management strategy for managing noise and noise complaints.

5.8 CONTRACT MEETINGS

The Contractor will be required to attend scheduled meetings with the principal to discuss the operation of the contract. It is intended that the meeting will be at least annually. Further meetings will be arranged if unforeseen issues arise during the course of the contract. These will be held at the Coomalie Community Government Council offices in Batchelor unless otherwise agreed by the Principal.

5.9 COMPLIANCE WITH STANDARDS AND CODES

The Contractor will comply with any standard, code or code of practice that may be appropriate to the contract 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 the Contractor to comply with such amendments and any additional cost to the Contractor shall be treated as a variation to the Contract.



SECTION 6

TENDER DOCUMENTS 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:	After Hours:	
	Mobile:	Facsimile:	
Email			
Business / Trading Name			
Name / s of Proprietors			
Indicative cost based on estimates provided	\$		
If applicable, I/We confirm the receipt and inclusion the Proposal of addenda/s numbered:			

Signature		Date	
Witness Signature		Date	
Name of Witness			

Affix Company Seal here if applicable:

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SCHEDULE 7.1 SCHEDULE OF RATES

No	Item		Total No of Bins	Rate per week per bin Inc GST	Total Estimate Inc GST
1	Domestic Wheelie Bin 240L capacity. Pick up once per week.	in Batchelor and in Adelaide River	290	\$	\$
2	Commercial Garbage Bins 240L capacity. Pickup twice per week	in Batchelor and in Adelaide River	57	\$	\$
3	Commercial Garbage Bins 660L capacity. Pickup twice per week Note: Batchelor includes Litchfield Park Road Banyan Caravan Park and Litchfield tourist park.	in Batchelor, in Adelaide River and in Lake Bennett Resort	26	\$	\$
4	Public wheelie bins 240L Capacity. Pickup once per week.	in Batchelor and in Adelaide River	45	\$	\$
5	Public wheelie bins 240L Capacity. Additional pickup as required on day of second commercial pickup. Note: This is required as some bins may need a second weekly service during the tourist season.	in Batchelor and in Adelaide River	45	\$	
TOTAL of Items 1,2,3,4.			418		\$

NOTE: Unit rates include all the costs of collection, compaction, transport and disposal.

Signature		Date	
Name			



SCHEDULE 7.2 SCHEDULE OF INSURANCE

7.2.1 Workers Compensation (for companies employing staff)

For Contractors employing workers	
Policy number	
Name of Insurer	
Date of Expiry	

7.2.2 Public Liability

Name of Insurer	
Policy Number	
Date of Expiry	

Signature		Date	
Name			

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SCHEDULE 7.3 SCHEDULE OF PLANT AND EQUIPMENT

Provide details of key plant

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

SCHEDULE 7.4 SCHEDULE OF MAJOR SUB-CONTRACTORS (If Any)

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

Signature		Date	
Company Name			



SCHEDULE 7.5 SCHEDULE OF CURRENT COMMITMENTS & REFEREES

Work Description	Total Value of Work \$	Principal for whom Work Executed	Contact Name	Contact Phone No.
SIMILAR WORKS				

SCHEDULE 7.6 SCHEDULE OF FINANCIAL & TRADE REFEREES

TENDERER'S BANK: Branch: Contact Person: Telephone Number:		
MAJOR SUPPLIERS	NAME OF CONTACT PERSON	PHONE NO.
		PH:
		PH:
		PH:
Disclosure Declaration	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. This authorisation is for the sole and confidential use of COOMALIE COMMUNITY GOVERNMENT COUNCIL for the purposes of assessment of the tender hereby submitted.	

Signature		Date	
Company Name			



SCHEDULE 7.7 LOCAL AND NORTHERN TERRITORY CONTENT

	Yes/No
Are classified as a Coomalie supplier as defined by Clause 1.22 of Conditions for Tendering?	
Are classified as a Northern Territory supplier as defined by Clause 1.22 of Conditions for Tendering?	

SCHEDULE 7.8 DECLARATION OF SUPPORTING INFORMATION

<p>Provide on this schedule or attach any information supporting your ability to meet the requirements of the tender. This may include any of the following:</p> <p>Noise Management plan.</p> <p>Complaint management procedures.</p> <p>Proposed schedule of collection.</p> <p>Public education Information.</p> <p>Work Health and Safety System.</p>	
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Signature		Date	
Company Name			



SCHEDULE 7.9 DECLARATION OF BUSINESS STATUS

SOLE TRADER	
Full name and address of proprietor	
RBN / ABN	
PARTNERSHIP	
Full name and address of proprietor	
RBN / ABN	
Name of Holding or Subsidiary Companies (if applicable)	
<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			



7.10 COLLUSIVE TENDERING - STATUTORY DECLARATION

(Page 1 of 2)

I, (Full name), (Position)

of
(Name of Tenderer's Representative)

.....
(Address of Tenderer Representative)

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

1.8 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.

1.9 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.

1.10 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.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act, 1900*.

Declared at)
in the Territory/State of.....)
this **day of**)
before me:)

.....
(Signature of person making the declaration)

Signature:
.....

Full Name:
.....

Address:
.....
.....

Qualification:
(Insert details of basis on which entitled to witness a Statutory Declaration)

.....