



**Coomalie Community Government Council  
Resealing of Meneling Road, Batchelor**

**Request for Quotation  
RFQ2020 Resealing Meneling Road, Batchelor**

**Contact Officer: Emma Dunne  
Closing Date: 2pm Wednesday 12 August 2020**

## SECTION A: PROJECT BRIEF

### 1 Introduction

Coomalie Council is seeking quotations for the resealing of Meneling Road, Batchelor

The purpose of the works is to reseal the patched and cracked pavement to prevent further failure of the road surface.

### 2 Site of works



### 3 Contract Requirements

A summary of requirements for this request for Quote are outlined in Table 1 below.

Item	Description	Particulars	
1	Start Date	August 2020	
2	Completion Date	September 2020	
3	Date of key Deliverables:	Work Schedule	Commencement
		Completion of works	Within 14 days of awarding contract
4	Payment Schedule:	Project Completion	Payment within 30 days of invoicing
5	Insurance	Public Liability Insurance Professional Indemnity Insurance	\$20 million (min) Not less than \$5 million per a single occurrence.

Table 1: Summary of requirements.

### 4 Project Scope

Reseal Meneling Road from Ch 00 to Ch1600 (approx.) using 10mm aggregate with poly modified bitumen min. 1.7 l/m<sup>2</sup>.

Traffic management during works and appropriate signage after works are completed.

As a provisional supply and installation of traffic signs and poles (minimum 10 no.). Council may vary the number of signs up depending on the budget availability.

### 5 Design Requirements

The minimum design requirements of the works are all works are to be in accordance with the current DIPL standards for roadworks.

### 6 Construction Process

The construction process will follow the following, which aligns with the payment schedule:

- a. Completion of works.

All works are to comply with relevant codes and standards.

## **7 Planning Approval**

Not applicable.

## **8 Project Deliverables**

The project must provide the following outcomes:

Completed resealing of Meneling Road to the satisfaction of the Project Manager.

## **9 Submission and selection Criteria**

The following criteria will be used for the assessment of submissions:

- Price
- Relevant experience
- Technical capabilities of key personnel and organisation
- Project methodology and understanding
- Local content

The submission shall include completed Section C, Quotation Offer Form and provide the relevant details demonstrating local experience of key personnel and ability for the organisation to efficiently and effectively complete the project.

## **10 Project Management**

<b>Project role</b>	<b>Name</b>	<b>Position</b>
Project Manager (main Council contact)	Emma Dunne	Operations Supervisor

Any questions regarding this Quotation Brief should be directed to Council's Project Manager.

## **11 Scope Variation Potential**

Contractors should note that there is potential for the deliverable scope to be reduced in length, due to budget constraints, dependent on the successful quote submission.

## **12 Site Inspections**

If an inspection of the site is required, please contact the Project Manager.

### **13      Extent of Works**

The extent of works is from Batchelor Road intersection to title boundary of the Batchelor Abattoirs.

### **14      Amenities**

Not applicable.

## **SECTION B: QUOTATION CONDITIONS**

### **1. Quotation**

1.1. Council invites you to make a Quotation Offer to carry out the Works on the terms of these Quotation Conditions.

1.2. Services means the Works contained in Council's requirements specified in Section A.

1.3. Quotation Offer means the Quotation Offer Form in Section C.

1.4. Quotation Conditions means these Quotation Conditions in Section B.

### **2. Questions**

2.1. If you have any questions about this Request for Quotation, you must lodge a written enquiry through the Project Manager no less than three (3) business days before the Closing Date. Council may not respond to any questions during the three (3) business days before the Closing Date.

2.2. If Council responds to an enquiry, it will do so in writing to all potential Respondents. Council will not disclose the identity of the potential Respondent who made the enquiry. Council may not respond to an enquiry from a potential Respondent if to do so would reveal confidential information of the potential Respondent.

### **3. Disclosure**

3.1. Under no circumstances should you disclose the contents of your Quotation Offer with any other party that is submitting a Quotation Offer.

3.2. If you disclose or discuss your Quotation Offer with any other potential Respondent, your Quotation Offer may be disqualified at Council's discretion.

### **4. Quotation Offer Submission**

4.1. You must complete the Quotation Offer and upload/lodge the Quotation Offer and supporting material to the Project Manager by the Closing Date.

4.2. The Quotation Offer (once completed and uploaded/lodged pursuant to these Quotation Conditions) constitutes an offer by you which may be accepted by Council in accordance with the Quotation Conditions but does not give rise to a contract between you and Council, except as set out in the Quotation Conditions.

### **5. Additional Information**

5.1. Council may require that you submit additional information concerning your Quotation Offer, which may include further financial information, or information to verify the contents of your Quotation Offer.

5.2. If you do not submit such additional information within the time Council requires, Council may refuse to consider your Quotation Offer.

### **6. Evaluation**

6.1. Council will take into account the criteria in Section A in evaluating the Quotation Offer.

6.2. In evaluating and selecting a Respondent, Council will abide by its Procurement Policy and the Local Government Act (NT) and associated regulations and general instructions.

7. Acceptance

7.1. If your Quotation Offer is accepted by Council, you will be notified in writing and Council will forward a Purchase Order and Letter of Acceptance to you.

7.2. Council will not consider any changes to the Conditions of Contract after your Quotation Offer has been accepted by Council.

7.3. Conditions of Contract means the Conditions of Contract in Section D.

8. Costs

8.1. Council will not refund any costs incurred by you in making a Quotation Offer. Even if Council terminates this Request for Quotation at any time, Council will not be responsible for any costs that you may have incurred.

## SECTION C. QUOTATION OFFER FORM

### Instructions

Respondents are to complete the document contained with Section C (**Quotation Offer**) detailing their offer to Council and submit it to Council along with any other supporting documentation in accordance with the **Quotation Conditions**.

### 1. RESPONDENT'S DETAILS

Contract Name:	RFQ2020 Meneling Road Resealing
Dated:	
Name of Legal Entity:	
Registered Office/Business Address	
Mailing Address:	
A.B.N.:	
A.C.N.:	
Contact Person:	
Office Telephone:	
Mobile Telephone:	
Email Address:	

### 2. PRICE

For the carrying out of the Services under the Conditions of Contract, the Quotation price is:

Item	Description	Quantity	Unit	Rate	Amount (Excl. GST)	Amount (Incl. GST)
1	Traffic management	1	ITEM			
2	10mm aggregate	10,400	M <sup>2</sup>			
3	Binder	17,680	litres			
PROVISIONAL ITEM						
4	Supply and install various road signs	10	ea.			
TOTAL						

### 3. RELEVANT EXPERIENCE

Provide a brief history of the Respondent and Key Personnel for this project.

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Provide details of previous relevant experience and achievements in performing similar or comparable work:

Description of contract:
Location of contract:
For whom contract performed:
Contact details of client:
Indicative value of work:
Description of contract:
Location of contract:
For whom contract performed:
Contact details of client:
Indicative value of work

**Note:** Council will treat the contact persons set out above as the respondent’s referees and may contact any or all of the nominated personnel or any other relevant person representing the nominated organisation. Any information provided by the referees will be treated as having been given as commercial in confidence.

#### 4. TECHNICAL CAPABILITIES

Please state the resources that will be allocated to the performance of the Contract, including equipment and personnel.

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List the qualifications, skills and experience of the principal individuals the Respondent intends to engage in providing the service.

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Will any sub-contractors be engaged by the Respondent in performing the contract? **YES/NO**

If YES, please provide details:

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**5. METHODOLOGY**

Please provide intended methodology for this project, including timing of relevant consultation and meeting milestones for deliverables.

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**6. NON-CONFORMANCE STATEMENT**

The Respondent must signify whether it's Quotation is a Conforming Quotation or a Non-Conforming Quotation by striking out below that which is not applicable

This Quotation is a **\*\*Conforming Quotation\*\*** or **\*\*Non-Conforming Quotation\*\***.

Where the respondent is unwilling to accept certain Specifications and/or Conditions of Contract, the non-acceptance or partial acceptance must be clearly and expressly stated below. It is not sufficient that the statement appears only as part of an attachment to the Quotation or be included in a general statement of the Respondent's usual operating conditions.

<b>Non-conformance</b>	<b>Relevant Clause/Reference</b>	<b>Proposal/Value</b>

**7. ADDENDUMS ISSUED**

Please list all Addendums, additional information and correspondence (if any) that the Respondent received from Council prior to the Quotation closing time and date.

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**8. CONFLICT OF INTEREST**

If the Respondent has a conflict of interest (or any potential for a conflict of interest) concerning this Request for Quotation, details of that conflict or potential conflict are as follows:

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**9. ADDITIONAL INFORMATION**

Please insert or attach any additional information the Respondent considers is required to enable evaluation against the evaluation criteria.

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**10. DECLARATION**

Having examined the **Quotation Conditions**, Council's Specifications and **Conditions of Contract** together with any schedules and all other documents and information relating to this Contract for the performance of the **Services** and submitting our **Quotation Offer**, we offer to carry out the **Services** in accordance with the terms and conditions of the Contract documents for the price stated in the **Quotation Offer**.

This document together with Council's written acceptance thereof shall constitute a legally binding Contract. If Council requires a formal agreement to be signed, then we will sign and return such an agreement within 21 days of our receipt of such document.

We understand that you are not bound to accept the lowest or any Quotation you may receive, and you will not pay any expenses incurred by us in preparing and submitting this **Quotation Offer**.

**SIGNED by or on behalf of the Respondent**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## SECTION D. CONDITIONS OF CONTRACT

### 1. Term

This Contract will begin on the *Start Date* and will continue for the *Term* as specified in Council's Specification Brief.

### 2. Services

The Contractor will perform the *Services* specified in Council's Project Brief and provide the *Deliverables* by the date specified in Council's Project Brief.

The *Services* must be performed in accordance with the terms of this Contract and by the *Specified Contractor*, if any, specified in Council's Project Brief.

### 3. Payment

The Council will make payments to the *Project Contractor* for the *Services* as set out in Council's Project Brief.

Payments will be made within thirty (30) days by the Council of a valid Tax Invoice from the *Project Contractor* for the amount owing, as specified in Council's Project Brief.

### 4. Confidentiality

4.1 When receiving *Confidential Information*, the *Receiving Party* must:

- 4.1.1 keep all *Confidential Information* of the *Disclosing Party* confidential, unless strictly required otherwise by law;
- 4.1.2 limit access to those of its personnel reasonably requiring the *Confidential Information* on a strictly need to know basis.
- 4.1.3 not use any *Confidential Information* in any way other than for the *Services* or otherwise contemplated by this Contract without the prior permission of the *Disclosing Party*; and
- 4.1.4 Ensure that all personnel to whom *Confidential Information* is disclosed are legally bound under the terms and conditions of their employment agreements or otherwise, to keep the *Confidential Information* confidential and not to use the *Confidential Information* except in relation to the subject matter of this contract

4.2 *Confidential Information* excludes, or as the case requires, ceases to include information, which is, or becomes:

- 4.2.1 available to the public at or after the date of its disclosure to the *Receiving party* otherwise than through the default of the *Receiving Party*; or
- 4.2.2 properly in the possession of the receiving Party otherwise than by prior confidential disclosure from the *Disclosing Party*; or
- 4.2.3 demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no such knowledge of such information which is the subject of the disclosure.

4.3 Subject to clause 5.4 Council agrees to treat as confidential all information of or relating to the Contractor that is provided to it, whether under this contract or the Tender Documentation, by or on behalf of the Contractor.

4.4 The *Contractor* hereby acknowledges and consents to:

- a. The *Council* publishing, whether on the internet or otherwise, all such information as is necessary to comply with the requirements of the *Council's* Procurement Policy.
- b. The *Council* making available all information to other government authorities and/or the Northern Territory Ombudsman requested by other government authorities and/or the Northern Territory Ombudsman in relation to the *Contractor* and/or this *Contract*; and
- c. The *Council* making available all information in relation to the *Contractor* or this Contract as may be required to comply with its obligation under the *Information Act 2002 (Northern Territory)*

4.5 At the termination or expiration of this Contract and upon the written request of the *Disclosing Party*, the *Disclosing Party* must return to the *Disclosing Party* any documents originating from the *Disclosing Party* which embody *Confidential Information* and must not keep any copies in any form.

## 5 Intellectual Property

5.1 Each Party:

- 5.1.1 Agrees that it will not have any claim, ownership or interest in the other Party's *Background Intellectual Property*.
- 5.1.2 Grants the other Party a non-exclusive, royalty-free licence for the use of any *Background Intellectual Property* made available by the granting Party for the purpose of carrying out the *Services*; and
- 5.1.3 Agrees that if the *Background Intellectual Property* which has been made available pursuant to sub-clause 6.1.2 is required for the commercialisation of the *Services*, it must be made available on commercial terms to be negotiated in good faith by the *Parties*. If the

*Parties* cannot reach agreement on commercial terms, the matter must be dealt with in accordance with clause 10.

- 5.2 Subject to clause 6.1, the rights to all *Deliverables*, including the *Intellectual Property* created, discovered or coming into existence as a result of or arising out of the *Deliverables* will be the property of and vested in *Council*.
- 5.3 Ownership or other rights in the *Deliverables* will not pass to the *Council* if payment is not made in accordance with clause 4 of this Contract.

## **6 Risk, Liability and Insurance**

- 6.1 The *Contractor* warrants that it will carry out the *Services* according to proper professional standards.
- 6.2 The *Contractor* indemnifies the *Council* and its staff, and will keep the *Council* and its staff indemnified, against all loss, damage, cost or expense suffered or incurred by the *Council* or its staff by reason of any breach of this *Contract* by the *Contractor* or in any way connected with the performance or purported performance of the *Services*.
- 6.3 Before performing the *Services*, the *Contractor* must, on effect policies of insurances covering public liability and professional indemnity for amounts not less than those specified in Item 5 of table 1 in *Council*'s specification for any single occurrence.
- 6.4 The policies of insurance required by clause 7.3 must contain a principal's indemnity extension in relation to the *Services* and must be maintained until all of the *Services* have been performed. The *Contractor* must, on request from the *Council*, promptly produce evidence of currency on all the policies required by clause 7.3.

## **7 Termination**

- 7.1 This Contract may be terminated at any time with the consent of both *Parties*.
- 7.2 Either *Party* may terminate this Contract if the other *Party* is in default of the terms and conditions of this Contract and fails to remedy the default within twenty (20) Business Days after receiving *Notice* requiring the remedy of the default.
- 7.3 Termination of this Contract for whatever cause shall be without prejudice to any rights or obligations that have accrued or are owing prior to such termination, including but not limited to payments of money.

## **8 GST**

8.1 For the purposes of this clause the value of taxable supply made by each *Party* under this Contract is as follows:

8.1.1 unless expressly stated to the contrary, the consideration to be provided for any taxable supply made by one *Party* to the other under this Contract has been calculated without regard to, and is exclusive of, GST;

8.1.2 the consideration referred to in paragraph (9.1) shall be increased by the amount of any GST;

8.1.3 the *Party* receiving any payment for a taxable supply under this Contract shall provide to the *Party* making a payment for a taxable supply a tax invoice in respect of that payment; and

8.1.4 the *Party* receiving any payment under this Contract for a taxable supply shall do all things necessary (including, without limitation, registering with any required Government authority) to enable the *Party* making a payment for a taxable supply to claim any credits or other benefits under the relevant law relating to GST.

## **9 Dispute Resolution**

9.1 A *Party* claiming that a dispute has arisen under this Contract (**Dispute**) must notify the other *Party* giving written details of the Dispute. The *Parties* agree to negotiate in good faith on a commercially realistic basis to resolve the Dispute and will refer resolution of the Dispute to officers within each *Party* who are authorised to hear the Dispute before commencing any legal proceedings in relation to the Dispute.

9.2 Any Dispute which cannot be settled under clause 10 within 21 days of the Dispute being notified under that clause or by such later date (if any) as may be agreed in writing by the *Parties* must be referred for determination by a person appointed for that purpose by the *Parties* and failing agreement, appointed by the President of the Institute of Arbitrators and Mediators Australia (Northern Territory Division).

9.3 Any determination made under the above clause is binding on the *Parties* and the *Commercial Arbitration Act 2011* (Northern Territory) applies to the determination except to the extent otherwise agreed by the *Parties*.

9.4 Nothing in this clause 10 will prevent a *Party* from seeking interlocutory relief.

## **10 Relationship**

The *Parties* are independent contracting parties, and nothing in this Contract shall make any *Party* the agent, partner or legal representative of the other *Party* for any purpose



whatsoever, nor does it grant either *Party* any authority to assume or to create any obligation on behalf of or in the name of the other *Party* on any account whatsoever.

## **11 Governing Law**

The laws that are applicable in Northern Territory, Australia govern this Contract and each *Party* submits to the jurisdiction of the courts of that state and the courts of appeal therefrom.

## **12 Compliance**

The *Contractor* must comply with all legislation applicable to the Services and their delivery including but not limited to Work Health and Safety and Anti-Discrimination legislation as well as any relevant Council policies.

## **13 General**

### **13.1 Entire agreement**

This Contract and any annexures constitute the entire agreement of the *Parties* with respect to its subject matter and supersedes all prior oral or written representations and agreements.

### **13.2 Amendment**

This Contract may only be amended in writing signed by the parties.

### **13.3 Assignment**

A *Party* may not assign its rights or obligations arising under this Contract without the prior written consent of the other *Party*, which consent may be given or not given at the discretion of the *Party* whose consent is requested and subject to such conditions (if any) as that *Party* may determine.

### **13.4 Waiver**

A waiver by either *Party* of a breach of any provision of this Contract does not constitute a waiver of any succeeding breach of the same or any other provision.

### **13.5 Severance**

If any provision or part provision of this Contract is invalid or unenforceable, such provision shall be deemed deleted but only to the extent necessary and the remaining provisions of this Contract shall remain in full force and effect.

## **14 Definitions and Interpretation**

14.1 In this Contract, unless the context requires otherwise:

***Background Intellectual Property*** means Intellectual Property owned or controlled by a *Party*, including *Intellectual Property* developed prior to or independently of this Contract, which the *Party* determines, in its sole discretion, to make available for the carrying out of the Services.

***Confidential Information*** includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and any and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the *Disclosing Party* which the *Disclosing Party* regards as confidential to it or which is evident by its nature to be confidential and all copies, notes and records and all related information generated by the *Receiving Party* based on or arising out of any such disclosure.

***Contractor*** means the person described in the Purchase Order issued by Council in accordance with the Quotation Conditions.

***Council*** means Coomalie Community Government Council.

***Deliverables*** means the reports and other materials embodying data, results and other information produced in and for the Services as described in Council's Specification Brief.

***Disclosing Party*** means the *Party* that is disclosing *Confidential Information*.

***Improvement*** means any improvement, advancement, modification, adaptation or the like arising from a *Party's* use of *Background Intellectual Property*.

***Intellectual Property*** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trademarks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests.

***Notice*** means any notice, demand, consent or other communication whatsoever given or made under this Contract and must be in writing.

***Parties*** means the parties to this Contract and their respective successors and permitted assigns, and *Party* means any one of them

***Receiving Party*** means the *Party* that is receiving *Confidential Information*.

***Start Date*** means the date specified in Council's Specification Brief.

**Services** means the services specified in Council's Specification Brief and which services do not include the outsourcing of any local government activities.

**Specified Personnel** means the person(s) listed in Council's Specification Brief (if any).

**Term** means the term specified Council's Specification Brief.

**14.2 The following rules apply unless the context requires otherwise:**

- 14.2.1 the singular includes the plural and conversely; a gender includes all genders;
- 14.2.2 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 14.2.3 a reference to a person, corporation, trust, sponsorship, unincorporated body or other entity includes any of them;
- 14.2.4 a reference to a clause is a reference to a clause of this Contract;
- 14.2.5 a reference to A\$, \$A, dollar or \$ is to Australian currency;
- 14.2.6 a reference to time is to Darwin, Australia time;
- 14.2.7 a reference to a document or instrument is to the document or instrument as amended, replaced or otherwise varied, except to the extent prohibited by this Contract or that other document or instrument;
- 14.2.8 a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- 14.2.9 a reference to "writing" includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
- 14.2.10 a reference to "GST", "input tax credit", "supply", "tax invoice" and "taxable supply" have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*.

14.3 Headings are for convenience only and do not affect interpretation.