



Request for Tender

BARKLY REGIONAL COUNCIL

CONTRACT No. BRC2020CIVIL/01

**AMPILATWATJA BITUMEN RESEAL AND
SHOULDER RECOMPACTION**

CONTRACT No. BRC2020CIVIL/01

AMPILATWATJA BITUMEN RESEAL AND SHOULDER RECOMPACTION

- VOL 1. INFORMATION FOR TENDERERS**
- VOL 2. CONDITIONS OF TENDERING**
- VOL 3. CONDITIONS OF CONTRACT**
- VOL 4. TENDER SUBMISSION DOCUMENTS**

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**AMPILATWATJA BITUMEN RESEAL AND
SHOULDER RECOMPACTION**

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INFORMATION FOR TENDERERS

VOLUME 1: INFORMATION FOR TENDERERS

CONTRACT No: BRC2020CIVIL/01

FOR: AMPILATWATJA BITUMEN RESEAL AND SHOULDER RECOMPACTION

Tenders closes on Tuesday 13th October 2020, 2:00PM ACST at the Executive Offices, 41 Peko Road Tennant Creek NT 0860.

1. AVAILABILITY OF TENDER DOCUMENTS

The Tender documents may be obtained from the Executive Officers, 41 Peko Road Tennant Creek, Northern Territory 0860.

OR

From the Principal's E-Procurement Portal at <https://www.tenderlink.com/barkly>

2. RELEVANT DOCUMENTS

(a) The contract documents for this project are:

- VOLUME 1 – Information for Tenderers
- VOLUME 2 – Conditions of Tendering
- VOLUME 3 – Conditions of Contract
- VOLUME 4 – Tender Submission Documents

(b) Additional Information

3. COUNCIL'S CONTACT PERSON

Enquiries regarding this tender may be directed to:

Name: Santosh Niraula Phone: (08) 8962 0041

Position: Acting Director of Infrastructure Email: Santosh.Niraula@barkly.nt.gov.au

4. INSPECTIONS

A mandatory site inspection is not required as a part of this tender.

Should it be necessary for Tenderers to inspect sites to ascertain the extent of works and verify and check all measurements and quantities or in the case of plant purchases to inspect a trade-in, this may be arranged by contacting:

Name: Santosh Niraula Phone: (08) 8962 0041

Position: Acting Director of Infrastructure Email: Santosh.Niraula@barkly.nt.gov.au

6. TENDER LODGEMENT REQUIREMENTS

Tenders addressed to the Chief Executive Officer shall be submitted on the forms provided by the principal in **Volume 4, Tender Submission Documents**, and are to be enclosed in a sealed envelope and the envelope marked legibly as follows:

Contract No: BRC2020CIVIL/01

**Tender For: AMPILATWATJA BITUMEN RESEAL
AND SHOULDER RECOMPACTION**

And either:

Delivered by hand or by courier and placed in the Tender Box at the Executive Offices located at 41 Peko Road Tennant Creek NT 0860

Or

*mailed to the Tender Box addressed as follows: PO Box 821, TENNANT CREEK NT 0861

Or

**emailed to Santosh.Niraula@barkly.nt.gov.au

OR

Uploaded on the Barkly Regional Council E-Procurement Portal <https://www.tenderlink.com/barkly>

So as to be received **before the closing time and date for tenders.**

Time: 2:00PM ACST

Date: **Tuesday, 13th October 2020**

* Late Tenders

A posted tender which is received after the closing time and date will only be considered if the Tenderer can satisfy Council that:

- The formal tender documents and all other requisite essential information were posted or lodged at a Post Office or other recognised delivery agency within a reasonable time to ensure delivery before the deadline for closing of tenders, and the Tenderer has taken all possible action to expedite delivery when notified of a late arrival.

“Essential information” shall mean all information in the Tender Form and all information which is required by the Conditions of Tendering to be submitted with the Tender Form.

7. TENDERS

Tenders are to comply with requirements contained in Volume 2, “Conditions of Tendering”.

A reference to ‘Tenderer’ or ‘Contractor’ in these documents shall have similar import.



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CONTRACT No. BRC2020CIVIL/01

**AMPILATWATJA BITUMEN RESEAL AND
SHOULDER RECOMPACTION**

VOLUME 2 of 4

CONDITIONS OF TENDERING

VOLUME 2: CONDITIONS OF TENDERING GENERAL

1. PREAMBLE

The Conditions of Tendering have been prepared in accordance with the obligations of the Principal contained in the Australian Standard 4120, Code of Tendering, which sets out the ethics and obligations of the Principal and Tenderers in tendering in the construction industry.

Tenderers and Principal shall comply with the requirements of this AS 4120. In particular attention is drawn to the obligations of Tenderers, in the preparation and submission of their tender for this project.

Without limiting the above obligations:-

- Tenderers shall not submit tenders without a firm intention to proceed.
- Tenderers must not engage in any form of collusive practice.
- Any Tenderer who directly or indirectly canvasses support from an elected member or servant of the Council will be disqualified.

It should be noted that in all contract documentation words importing a gender include every gender.

2. TENDERING METHOD

“The Procedures of Open Tendering” in accordance with AS 4120-1994 Clause 6.2.3(b) - The Principal invites the public advertisement without restriction on the numbers of tenders sought.

3. TENDER EVALUATION AND SELECTION

Evaluation, negotiation and selection of tenders shall be in accordance with the requirements of AS4120, Code of Tendering.

The Tenders will be evaluated and assessed to determine the Tender representing the overall best outcome and value of money for the Principal. The following Assessment Criteria applies.

CRITERIA (Council to confirm)	WEIGHTING
Price	50%
Relevant Experience	20%
Capacity	10%
Local Content	20%

Tenderers may provide on the Schedules of Tenderers Information any relevant factors addressing the selection criteria which may assist the Council in making an assessment of the tender.

4. CONTRACTOR'S RESPONSIBILITY

It shall be the responsibility of the Contractor to ascertain all information relating to the services, the works and site conditions that may affect the progress or method of performing all services and works as specified within the scope of this contract and to prepare for every contingency that may arise. It is further understood that just provision for these contingencies have been accounted for, implicitly or explicitly within the lump sum price submitted.

A sales brochure provided by a product supplier/manufacturer, and inserted into a supply contract, is not necessarily an adequate technical specification for the product.

5. PREPARATION OF TENDERS

5.1 Relevant documents

The contract documents for this project are:

AS 4120 – 1994 Code of Tendering
AS 2124 - 1992 General Conditions of Contract

AS 4120 and AS 2124 are not included as part of the contract documentation however information is available from Council. Copies are available from Standards Australia Matters raised in AS 2124 - Annexure A and B are included in these documents.

A copy of AS 2124 will be included for signing with the successful Tenderer and a pre signing of contracts meeting will be held to discuss pertinent aspects of AS 2124.

5.2 Tender Forms

Tenders must be submitted on the forms provided, each of which shall be signed by the Tenderer. All information called for in the forms shall be inserted by the Tenderer in the respective places provided.

5.3 Company Details

Every tender shall set forth the full Christian names, Surname, and address of the registered office of the Tenderer. When the tender is by a Company the tender shall set forth the name of the Company and the registered office of the company.

5.4 Time for Completion

Each Tenderer is to indicate their capacity to complete the works by end December 2020.

5.5 Site Conditions

Where the tender is for execution of any work, Tenderers are required to visit the site of the work and satisfy themselves of local conditions and facilities. The Principal will not be liable for any claim on the grounds of insufficient information.

5.6 Verbal Advice

The Principal shall not be bound by any verbal advice given or information furnished by any Officer of the Principal in respect of the Contract but shall be bound only by written advice or information furnished by the Principal.

5.7 Advice to Tenderers

Every notice to be given to a Tenderer shall be posted to the Tenderers address given in the tender, such posting shall be deemed to be good service of such notice, and the time mentioned in such notice or in these conditions for doing any act shall be reckoned from the time of posting of notice.

5.8 Lowest or any Tender

The Principal shall not be bound to accept the lowest of any tender, nor will the Principal be responsible for or pay for the expenses or losses which may be incurred by any Tenderer in the preparation of his Tender.

5.9 Tenders Rejected

Any tender which does not comply in every respect with any requirements of the tender documents may be rejected.

5.10 Alternate Proposals

Alternative proposals, which satisfy the Principal's basic commercial and performance objectives, technical and legal requirements, may be submitted as options but only in addition to a conforming tender. All costs associated with the design and documentation of any alternative proposal shall be borne by the Tenderer.

6. AS 2124 – 1992 INSURANCES

Tenders shall comply with tender requirements of AS 2124 and in particular:

- (a) CL 19 - Public Liability Insurance for the amount indicated in Annexure A in joint names of the Contractor and Principal is to be taken out by the Contractor and is to remain in force for the period of the contract.
- (b) CI 20 – Workers Compensation Insurance shall be taken out by the contractor and remain in force for the period of the contract.

Details are to be provided on the Form 'Tenderers Particulars – Insurance' in tender submission documents and evidence of policies produced to Council.

7. OCCUPATIONAL HEALTH AND SAFETY (O H & S)

The Contractor shall:

- (a) Comply with all requirements of the contract and all statutory requirements for Occupational Health and Safety.
- (b) Ensure that each of its Subcontractors and Consultants comply in like manner.
- (c) Demonstrate to the Principal whenever requested that requirements of the contract and statutory requirements for Occupational Health and Safety are being met.

The Tenderer shall certify on the form provided that safety requirements of the works undertaken in the contract and statutory requirements for Occupational Health and Safety are capable of being met.

Where inappropriate or inadequate provision of Occupational Health and Safety Management by the Contractor or Contractor's subcontractor results in costs, losses or damages incurred by the principal or claims by third parties against the Principal for either direct or consequential costs, losses or damages, the Contractor shall be liable for costs, losses or damages associated with any claim including, but not limited to, administration and legal costs incurred by the Principal in resolving such claim.

8. PROTECTION OF THE ENVIRONMENT

The Contractor shall;

- (a) Comply with all statutory requirements and accepted current practices for Environmental management.
- (b) Comply in every respect with the Erosion and Sedimentation Plan pertaining to this contract.
- (c) Ensure that each of its subcontractors and Consultants comply in like manner.

The contractor shall certify on the form provided that all work shall be carried out in such a manner as to avoid nuisance and/or damage to the environment. The Contractor shall comply with the requirements of the conditions of approval imposed by the Local Government Act, Environmental Offences and Penalties Act and the Water Act. No variation in costs or extensions of time will be considered due to these requirements.

The Contractor shall plan and carry out the Works to avoid erosion, contamination and sedimentation of the site and its surroundings.

Herbicides and other toxic chemicals shall not be used on the site without the prior written approval of the Principle.

No noise or smoke or other nuisance, which in the opinion of the Principle is unnecessary or excessive shall be permitted by the Contractor in the performance of the works under this

Contract. Should work outside customary working hours be approved, the Contractor shall not use, during such period, any plant, machinery or equipment which in the opinion of the Principle is causing or is likely to cause a nuisance to the public. No noisy works and/or works likely to disturb nearby residents shall be undertaken during the hours precluding such activity as specified by Council in accordance with the requirements for development consent and building approval made under the Local Government Act appropriate Noise Legislation.

The Contractor shall ensure that fugitive dust from disturbed areas is minimised by a method approved by the Principle.

9. PUBLIC SAFETY AND TRAFFIC CONTROL

The Contractor shall provide and erect all necessary fences, barricades, warning lights as may be necessary for the protection of the works and the safety of the public and vehicles all to conform to Australian Standard AS 1742.3 - 1996. Road notices, speed restriction signs, flagman etc., shall be provided and maintained to the satisfaction of the relevant Traffic Authority.

If the Contractor fails after notification in writing to carry out the requirements of this clause, the Superintendent shall have the power to have the work carried out at the Contractor's expense. The cost thereof will be deducted from any moneys owing to the Contractor under this Contract.

10. POST TENDER SUBMISSIONS

The Principal may call for post tender submissions from some or all Tenderers in order to assist with the evaluation.

Such submissions will be confidential between the Principal and Tenderer.

The call for such submissions will not bind the Principal to proceed to accept a tender.

11. POST TENDER NEGOTIATIONS

The Principal may enter into negotiation with a preferred Tenderer or a number of candidate Tenderers.

Such negotiations will be confidential between the Principal and Tenderer and will be conducted in accordance with guidelines set out in AS 4120 (1994).

The undertaking of negotiations will not bind the Principal to proceed to accept a tender.

12. CONTRACT COMMENCEMENT DATE

The commencement of the contract is nominated as the date of dispatch of the letter of acceptance of tender to the successful Tenderer. There shall be no Contract prior to the issue of a letter of acceptance.

13. VALIDITY PERIOD

Tenders shall remain valid for a period of Ninety (90) days from the closing of tenders.



BARKLY REGIONAL COUNCIL

CONTRACT No. BRC2020CIVIL/01

**AMPILATWATJA BITUMEN RESEAL AND
SHOULDER RECOMPACTION**

VOLUME 3 of 4

CONDITIONS OF CONTRACT

VOLUME 3: CONDITIONS OF CONTRACT

1. EXTENT OF WORK

The work to be carried out under the Contract comprises:

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

- Traffic management, surface preparation, repairs and two coat 14/7mm S35E bituminous resealing of nominated roads in Ampilatwatja Community,
- Traffic management, top-up gravel shoulders, rip and recompact gravel shoulders to a width of 2.0m in Ampilatwatja Community,

Road Name	From	To	Length (m)	Width (m)	Area (m2)	Exist. Agg. Size (mm)	Reseal Agg. Size (mm)	Surf. Text.	Pothole Repairs (T)	Edge Fret Rep. (T)	Shoulder Rehab. (m2)
Main St	Aherrenge St	School Loop	560.0	5.2	2912.0	10	14/7	Flush	2	4	2240
School Loop	Main St	Main St	255.0	5.2	1326.0	10	14/7	Flush	1	3	1020
	Tapers		10.0	10.0	100.0	10	14/7	Flush	0	0	0
Morton St	South St	School Loop	580.0	5.4	3132.0	10	14/7	Flush	1	4	2320
	Tapers		10.0	10.0	100.0	10	14/7	Flush	0	0	0
South St	Main St	Morton St	358.0	5.8	2076.4	10	14/7	Flush	0	2	1432
	Tapers		10.0	20.0	200.0	10	14/7	Flush	0	0	0
Luck St	Main St	Middle St	217.0	6.0	1302.0	10	14/7	Flush	0	4	868
	Tapers		10.0	20.0	200.0	10	14/7	Flush	0	0	0
Middle St	South St	School Loop	535.0	5.6	2996.0	10	14/7	Flush	1	3	2140
	Tapers		10.0	20.0	200.0	10	14/7	Flush	0	0	0
Totals					14344.4				5	20	10020

- All in accordance with the Specification and the Conditions of Contract.
- The time for completion shall be 20 weeks from the award date.
- Two weeks' notice shall be given to the superintendent prior to the commencement of works.
- Tenderers are to note that the Superintendent reserves the right to carry out certain works of the types and classifications covered by this Contract by other means.

2. LOCALITY

The site of the works is the Ampilatwatja Community area, and adjacent area under control of Barkly Regional Council.



3 PROGRAM OF WORKS

All work shall be completed within 20 weeks from the award date.

4 TENDER ENQUIRIES

Any enquiries of a technical nature regarding the work required by the specification should be referred to the

Project Manager: Santosh Niraula 8962 0030

Email: Santosh.Niraula@barkly.nt.gov.au

NAME OF

TENDERER:

SIGNATURE

OF

TENDERER:

DATE: _____

PRELIMINARY CLAUSES

TYPE OF CONTRACT

The Contract shall be a Schedule of Rates Contract. The General Conditions of Contract known as General Conditions of Contract (AS 2124 – 1992) shall apply to the contract.

A copy of AS 2124 - 1992 is not supplied with this contract, but can be obtained from Standards Australia.

SUPERINTENDENT

For the purpose of this Contract the Superintendent shall be the person who is for the time being performing the duties of the Chief Executive Officer.

HOURS OF WORK

The hours of work under the Contract will be limited to:

7.00 am to 5.30 pm	Mondays to Fridays
7.00 am to 5.30 pm	Saturdays
No Work	Sundays or Public Holidays

If, at the request of the Contractor, the Superintendent approves adjustment to the specified working hours or working days, the Superintendent may attach conditions to such approval. If, in the interests of the safety or to protect life or property the Contractor finds it necessary to carry out, without the prior approval of the Superintendent, work outside the defined hours of work, the Contractor shall inform the Superintendent in writing of the circumstances within 24 hours of such work being carried out.

WORK INCLUDED

The work included in this Specification includes:

Resealing and Shoulder Reconstruction of a number of roads within the Ampilatwatja Community area, including:

a) Resealing

- Provision for traffic
- Protection of existing fixtures
- Cold mixed asphalt repairs of potholes and edge breaks
- Surface preparation
- Supply and application of two coat aggregate and polymer modified binder
- Sweeping and removal of excess aggregate

b) Shoulder Reconstruction

- Provision for traffic
- Removal and reinstatement of roadside furniture
- Top-up of gravel shoulder material
- Ripping and Recomaction of shoulders to a width of 2.0m

ACCESS TO ADJACENT PROPERTY

Operations shall be carried out in such a manner as to cause a minimum of inconvenience to adjoining property owners.

Unless written permission is given, to the contrary, by the Superintendent, the work shall be so conducted as to leave the site open and free for pedestrian traffic.

All fire hydrants, water valves and Telecom pits shall be kept accessible for use.

PROJECT REQUIREMENTS

All works, outlined in Volume 3 are to be completed as per NTG Standards, Australian Standards, Legislation and Codes of Practise as listed below:

Type	Name
Standards	<ul style="list-style-type: none">• NTG Standards 2017 Department of Infrastructure Standard Specification for Road maintenance.
Acts	<ul style="list-style-type: none">• Workplace Health and Safety Act (NT).
Acts	<ul style="list-style-type: none">• AS1742.3 2009 Manual of Traffic Control Devices.
Codes of Practise	<ul style="list-style-type: none">• Australian Road Research Board Guidelines of Good Practise – Sealed Roads Manual.

ENVIRONMENTAL PROTECTION

GENERAL

The Contractor shall take all practicable precautions to minimise noise resulting from his activities. All equipment shall be fitted with noise suppressors and used so that noise is minimised. Loud hailers shall not be used.

ENVIRONMENTAL CONTROL

The Contractor shall be responsible for ensuring that the provisions of this clause and any other environment protection provision in the Contract are complied with and that the requirements of any statute by-law, standards and the like related to environmental protection are observed.

DISPOSAL OF REFUSE

Refuse from operations shall be removed from the site.

TRUCKING

- (a) All trucks leaving the site of works with earth or gravel materials or loose debris shall be loaded in a manner that will prevent dropping of materials on streets and shall have suitable tarpaulins fastened over the load before leaving the site.
- (b) The Contractor shall ensure that the wheels, tracks and body surface of all vehicles and plant are free of mud and that mud is not carried on to adjacent paved streets or other areas.

DUST AND WATER

Adjoining owners, residents and the public are to be protected against dust, dirt and water nuisance. Dust screens and watering shall be used to reduce dust nuisance.

PRESERVATION OF FLORA

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

LOADING AND SIZE OF VEHICLES

Vehicle size and loading must comply with relevant Australian and Northern Territory standards and regulations.

COMPLIANCE WITH STANDARDS & 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 comply with such amendments and the cost to the Contractor of such compliance will be dealt with under Clause 40 of the General Conditions of Contract.

PRECAUTIONS IN CARRYING OUT WORKS

Unless otherwise specified in the Contract, the Contractor shall observe the appropriate current Australian Standard published by Standards Australia in respect of storage, transport and use of materials, explosives, plant and equipment and for work processes and for safety precautions, except where such standard conflicts with any statutory requirements in which case the latter shall apply.

PROTECTION AND PROVISION FOR TRAFFIC

The Contractor shall provide a Traffic & Pedestrian Management Plan prior to commencement of works.

The Contractor shall provide all necessary lights, barriers, flags and the like at all times during the Contract period to ensure the safety of all persons, vehicles and animals. Failure to provide such barriers, lights and the like may render the Contractor liable to having these installed by others at his expense, after reasonable notice has been forwarded.

Warning signage shall remain in place until all loose aggregate from the carriageway has been removed.

All provisions for traffic to be in accordance with AS 1742.3 - 2002.

NOTIFICATION OF AFFECTED RESIDENTS AND CLEARANCE OF VEHICLES

Contractor shall notify all residents in any street where works are to be done, at least 7 days prior to any works commencing. The notification shall state start date and anticipated completion date.

Contractor shall notify all residents in adjacent streets that are affected by the works, at least 7 days prior to any works commencing. The notification shall state the name of the street where works are to be done, the start date and anticipated completion date.

Wherever works involve the need for clearance of parked vehicles within the work site or adjacent to the work site in public streets the Contractor shall arrange for their prior removal by owners by placement of appropriate signage or other means providing at least 24 hours' notice in advance.

Where inadequate or inappropriate action by the Contractor results in costs, losses or damages incurred by the Principal or claims by third parties against the Principal for either direct or consequential costs, losses or damages, the Contractor shall be liable for costs, losses or damages associated with any claim including but not limited to administration costs incurred by the Principal in resolving such claim.

MEASUREMENT AND PAYMENT

The Contractor shall be paid according to the rates as tendered in the Schedule of Rates.

PROGRESS PAYMENTS

Progress payments (other than the Final Progress Payment) will be made on a monthly basis.

ANNEXURE TO GENERAL CONDITIONS OF CONTRACT

The Contract shall be Governed by and construed with reference to the laws for the time being in force in that State or Territory of: (Clause 1)	NORTHERN TERRITORY
All payments made under the Contract shall be made at: (Clause 42.1)	TENNANT CREEK NORTHERN TERRITORY
The Superintendent shall be: (Clause 23)	CHIEF EXECUTIVE OFFICER OR HIS/HER NOMINEE
The Basis of payment shall be: (Clause 3.1)	PROGRESS PAYMENTS
The time for lodgement of the priced copy of the Bill of Quantities is: (Clause 3.2)	WITH TENDER
The amount of security is: (Clause 5.2)	NOT APPLICABLE
The Address of the Principal For service of documents is: (Clause 7)	BARKLY REGIONAL COUNCIL PO BOX 821 TENNANT CREEK NT 0861
The address of the Superintendent for service of documents is:	AS ABOVE
The value of materials to be supplied by the Principal is:	NIL
The assessment for insurance purposes of architects' engineers' and surveyors' fees is: (Clause 17)	NIL

The assessment for insurance purposes of the costs of demolition and removal of debris is: (Clause 18.2)	NIL
The amount of Public Liability Insurance shall be not less than: (Clause 19.1)	\$20,000,000.00
The time for giving possession of the site is: (Clause 27.1)	WITHIN TWENTY ONE (21) DAYS OF OFFICIAL COUNCIL ORDER FOR EACH YEAR'S WORK
The time for Practical Completion of the Works shall be: (Clause 35.2)	6 WEEKS FROM POSSESSION OF SITE OR BY THE END OF DECEMBER 2020
The time for Practical Completion of each separable part of the Works shall be the time specified for that separable part of the Works in the: (Clause 35.2)	NOT APPLICABLE
Liquidation Damages (Clause 35.6) for the Works shall be:	NOT APPLICABLE
for each separable part of the works shall be:	NOT APPLICABLE
The Defects Liability Period for the Works shall be: (Clause 37)	FIFTY TWO (52) WEEKS)
The Defects Liability Period for each separable part of the Works shall be the Defects Liability Period specified in respect of that separable part in the: (Clause 37)	NOT APPLICABLE
The amount of retention money is:	2.5% OF CONTRACT VALUE



BARKLY REGIONAL COUNCIL

CONTRACT No. BRC2020CIVIL/01

**AMPILATWATJA BITUMEN RESEAL AND
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Volume 4 of 4

TENDER SUBMISSION DOCUMENTS

SECTION 4 – TENDER FORM

CONTRACT NO.:	BRC2020CIVIL/01
CONTRACT:	AMPILATWATJA BITUMEN RESEAL AND SHOULDER RECOMPACTION
CLOSE DATE:	<u>1ST OCTOBER 2020</u>

Tenders are to be lodged in the Tender Box located at:

Deliver to:

Barkly Regional Council
41 Peko Rd
Tennant Creek NT 0860

Post to:

PO Box 821 Tennant Creek NT 0861

Tenders shall remain valid for acceptance for a period of 90 days from the closing date.

THIS SECTION TO BE COMPLETED BY THE TENDERER

I/We, the undersigned, having examined and acquired an actual knowledge of the whole of this contract document do hereby tender to perform the whole of the Works described in, and in accordance with, the document in the amount of

	\$	
--	----	--

(Amount in Words – include GST and any provisional sums specified in this figure)

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

Name	
-------------	--

(Print Name)

On behalf of	
---------------------	--

(Full Name of Firm/Individual)

ABN/BN/ACN		CAL Registration No	N/A
-------------------	--	----------------------------	------------

Postal Address	
-----------------------	--

Telephone		Facsimile	
------------------	--	------------------	--

Witnessed		Date	
------------------	--	-------------	--

If applicable, I/We confirm receipt and inclusion in the Tender of addenda numbered:	
---	--

STATUTORY DECLARATION ON NON-COLLUSIVE TENDER DECLARATION

The Tenderer must complete and submit with tender.

All Submitted information will be treated as confidential.

I, _____ (Print name),
of _____ (Tendering Organisation),

do hereby solemnly declare and affirm the following ;

1. I hold the position of _____, and am duly authorised by the tendering organisation to lawfully proclaim the following and, after having made due inquiry believe the following to be completely accurate to the best of my knowledge.
2. Neither the Tenderer nor the Tenderers Agents or Servants have entered into any contract or agreement to offer payment of any kind to a trade association, representative of the Superintendent or representative of the Principal in the event of a winning tender by this Organisation.
3. Neither the Tenderer nor the Tenderers Agents or Servants have had any knowledge of the price of tenders submitted by its competitors nor did the Tenderer furnish the price of the enclosed tender to any source external to the Tendering Organisation prior to the close of the tender date as specified within this Contract.
4. Neither the Tenderer nor the Tenderers Agents or Servants have entered into any contract or agreement to offer payment of any kind to an unsuccessful Tenderer in the event of a winning tender.
5. The Tenderer is not aware of any facts which would affect the decision of the Principal in accepting the tender nor has the Tenderer attempted to acquire information relevant to the tender award process by soliciting the Principal, the Superintendent or their Representative's Agents or Servants.
6. Neither the Tenderer nor the Tenderer's Agents or Servants have entered into any agreement with other Tenderers or third party which results in a payment of unsuccessful Tenderer's fees.
7. The contents of this document are true and correct to the best of my knowledge and in no way have been written under duress of any form.

I make this solemn declaration as to the matter aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Signature of Tenderer: _____

Subscribed and declared at : _____

This: _____ **Day of** _____ (Year) _____

Before me: _____ (Print name)

Witness: _____ (Signature)

(Justice of the Peace or authorised person)

DECLARATION OF BUSINESS STATUS

(Complete all details and lodge with Tender)

NOTE: Full disclosure is mandatory irrespective of the year, State or Territory in which the appointment of a liquidator or dissolution or discharge from bankruptcy occurred. Failure to disclose may result in an adverse determination.

Complete and provide details as applicable to the persons or company submitting the tender.

1. Sole Trader		
Full name and address of proprietor and spouse:		
Business Name (if applicable):		
	ABN/BN	

2. Partnership		
Full name and address of each partner and spouse:		
Business Name (if applicable):		
	ABN/BN	

3. Company (Pty Ltd or Ltd)		
Company Name (in full):		
	ABN/ACN	
Full names and addresses of all Directors, Managers and respective spouses:		
Name of Holding or Subsidiary Companies (if applicable):		
	ABN/ACN	
	ABN/ACN	
Business Name (if applicable):		
	ABN/BN	

DECLARATION OF BUSINESS STATUS- CONT'D

CERTIFICATION

I certify on behalf of _____ (the Tenderer),
that to the best of my knowledge:

- (a) 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), and;
- (b) the business is not trading under:
 - 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)

SIGNED:		DATED:	
FOR:	(The Tenderer)		
POSITION HELD:			

ALTERNATIVELY

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 or having been bankrupt (if discharged state the date of discharge) or having entered into an arrangement with his or her creditors without proceeding to bankruptcy or of having been a Director, Manager or Secretary of a company which is being or has been wound up or is trading under an arrangement with creditors.

Details

SIGNED:		DATED:	
FOR:	(The Tenderer)		
POSITION HELD:			

**BANK GUARANTEE REQUIREMENT
ONLY APPLICABLE TO SUCCESSFUL TENDERER**

The Tenderer may choose to provide a cash retention amount to be held in Trust by the Principal
 OR

The Tenderer may provide a Bank Guarantee and if so, the Tenderer must complete and submit with tender the following information.

All Submitted information will be treated as confidential

Under the General Conditions of Contract for this Project, the progress payments issued by the Principal to the Tenderer will be made on a monthly basis.

PARTICULARS OF TENDERER

Name of Tenderer:	
Address:	
Phone Number :	
Name of Principal(Council):	BARKLY REGIONAL COUNCIL
Contract Description :	AMPILATWATJA BITUMEN RESEAL AND SHOULDER RECOMPACTION
Project Duration :	20 Weeks
Tender Price:	
Monthly Expenditure (\$):	

FINANCIAL INSTITUTION TO COMPLETE INFORMATION BELOW LINE

PARTICULARS OF FINANCIAL INSTITUTION

Name of Financial Institution:	
Branch and BSB:	
Account:	
Phone Number :	

I, _____, based upon the information given above in addition to that information available to the financial institution, believe the Tenderer is capable of meeting the financial requirements of this project.

Signature: _____

Witness: _____ **Date:** _____

TENDERER’S PARTICULARS – INSURANCE

The Tenderer must complete and submit with tender.

All Submitted information will be treated as confidential.

1. INSURANCE

1.1 Workers Compensation <i>(refer clause 3.2.3 – Conditions of Contract – Period Contract)</i>	
(i) For Contractors employing workers (as defined in “Work Health Act” (1986) as amended).	(ii) For Contractors <u>not</u> employing workers (as defined in “Work Health Act” (1986) as amended).
Policy Number	I/We certify that I/we am/are not employing nor intending to employ workers (as defined in “Work Health Act” (1986) as amended) on the Contract during the currency of the Contract..
Name of Insurer	
Date of Expiry	

NOTE: Tenderers are to delete (i) or (ii) as appropriate

1.2 Public Liability <i>(refer Item 12 of the Annexure)</i>			
Policy Number		Name of Insurer	
Date of Expiry		Sum Insured	

(minimum \$20 M any one occurrence)

SIGNED:		DATED:	
FOR:	(The Tenderer)		

DECLARATION – OCCUPATIONAL, HEALTH AND SAFETY

The Tenderer must complete and submit with tender.
All submitted information will be treated as confidential.

I, _____ (Print name),

Of _____ (Tendering Organisation),

Have read and understood 'Conditions of Tendering' clause 5 in tender documents Viz –

5. OCCUPATIONAL HEALTH AND SAFETY (O H & S)

The Contractor shall:

- (a) Comply with all requirements of the contract and all statutory requirements for Occupational Health and Safety.
 - (b) Ensure that each of its Subcontractors and Consultants comply in like manner.
4. Demonstrate to the Principal whenever requested that requirements of the contract and statutory requirements for Occupational Health and Safety are being met.

The Tenderer shall certify on the form provided that safety requirements of the works undertaken in the contract and statutory requirements for Occupational Health and Safety are capable of being met.

Where inappropriate or inadequate provision of Occupational Health and Safety Management by the Contractor or Contractor's subcontractor results in costs, losses or damages incurred by the principal or claims by third parties against the Principal for either direct or consequential costs, losses or damages, the Contractor shall be liable for costs, losses or damages associated with any claim including but not limited to administration and legal costs incurred by the Principal in resolving such claim.

I declare and affirm that the Contractor shall fully comply with 'Conditions of Tendering' clause 5.

Signature of Tenderer: _____

Date: _____

DECLARATION – PROTECTION OF THE ENVIRONMENT

The Tenderer must complete and submit with tender.
All submitted information will be treated as confidential.

I, _____ (Print name),

Of _____ (Tendering Organisation),

Have read and understood 'Conditions of Tendering' clause 8 in tender documents Viz –

8. PROTECTION OF THE ENVIRONMENT

The Contractor shall;

- a) Comply with all statutory requirements and accepted current practices for Environmental management.
- b) Comply in every respect with the Erosion and Sedimentation Plan pertaining to this contract.
- c) Ensure that each of its subcontractors and Consultants comply in like manner.

All work shall be carried out in such a manner as to avoid nuisance and/or damage to the environment. The Contractor shall comply with the requirements of the conditions of approval imposed by the Local Government Act, Environmental Offences and Penalties Act and the Water Act. No variation in costs or extensions of time will be considered due to these requirements.

The Contractor shall plan and carry out the Works to avoid erosion, contamination and sedimentation of the site and its surroundings.

Herbicides and other toxic chemicals shall not be used on the site without the prior written approval of the Principle.

No noise or smoke or other nuisance, which in the opinion of the Principle is unnecessary or excessive shall be permitted by the Contractor in the performance of the works under this Contract. Should work outside customary working hours be approved, the Contractor shall not use, during such period, any plant, machinery or equipment which in the opinion of the Principle is causing or is likely to cause a nuisance to the public. No noisy works and/or works likely to disturb nearby residents shall be undertaken during the hours precluding such activity as specified by Council in accordance with the requirements for development consent and building approval made under the Local Government Act and appropriate Noise Legislation.

The Contractor shall ensure that fugitive dust from disturbed areas is minimised by a method approved by the Principle.

I declare and affirm that the Contractor shall fully comply with 'Conditions of Tendering' clause 8.

Signature of Tenderer: _____

Date: _____

TENDERER’S PARTICULARS – CURRENT COMMITMENTS

The Tenderer must complete and submit with tender.

All Submitted information will be treated as confidential.

All Works within this Tender shall be completed by end December 2020.

List the current projects your organisation is engaged in or committed to:

1. Project name: _____

Client	Contact	Phone number	Contract amount	Estimated Completion (Month/Yr.)

Description of works

2. Project name: _____

Client	Contact	Phone number	Contract amount	Estimated Completion (Month/Yr.)

Description of works

3. Project name: _____

Client	Contact	Phone number	Contract amount	Estimated Completion (Month/Yr.)

Description of works

TENDERER’S PARTICULARS – PROJECT HISTORY

The Tenderer must complete and submit with tender
 All Submitted information will be treated as confidential

List the similar projects your organisation has completed in the last 10 years

1 Project name: _____

Client	Contact	Phone	Contract	Duration

Description of works

2 Project name: _____

Client	Contact	Phone	Contract	Duration

Description of works

3 Project name: _____

Client	Contact	Phone	Contract	Duration

Description of works

REGISTER OF TENDERER'S SUBCONTRACTORS AND SUPPLIERS

The Tenderer must complete and submit with tender
All Submitted information will be treated as confidential

The Tenderer is instructed to compile a listing below of all Selected Subcontractors and Suppliers which the Tenderer expects to use to execute the Works under the terms of this Contract.

Supplier or Subcontractor	Appropriate Telephone No.	Description of Work or Materials
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

MAJOR MACHINERY AND EQUIPMENT

The Tenderer must complete and submit with tender

All Submitted information will be treated as confidential

The Tenderer is instructed to compile a listing below of all Major Equipment and Machinery proposed to execute the Works under the terms of this Contract.

Make/Model	Description	Year of Manufacture	Owned or Leased
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

SECTION 4 – SCHEDULE OF RATES (Including Lump Sum Items)

1. The quantities shown are estimated quantities only and are not to be taken as correct quantities of work to be carried out or paid for under the various items of work.
2. Tenderers shall make allowance, within the tendered rates, for the provision of all traffic management requirements in accordance with the conditions and specifications contained in these tender documents.
3. Tenderers shall make allowance, within the tendered rates, for the prior notification (min. 48 hours) of all affected residents in accordance with the conditions and specifications contained in these tender documents. The Superintendent shall be given 14 days' notice of the Contractors intention to commence works.
4. Tenderers shall make allowance, within the tendered rates, for the transport and unloading of the materials at the nominated delivery sites. Location of natural gravel and water bore resources within proximity of the worksite.

ITEM	DESCRIPTION	QTY	UNIT	RATE GST Excl	AMOUNT GST Excl
1	MISCELLANEOUS PROVISIONS				
a)	Mobilisation	1	Item		
b)	Demobilisation	1	Item		
c)	On-Going Costs	1	Item		
d)	Traffic Management for all works including Traffic Management Plan.	1	Item		
2	BITUMEN SPRAY SEALING				
a)	Cold Mixed Asphalt Repairs to Edge Breaks and Potholes	25	Tonnes		
b)	Spray sealing two coat 14/7mm aggregate with S35E binder. Includes surface prep, precoat and final sweeping. Allow minimum BAR of 2.6 L/m2 for combined application rates.	14344	m2		
3	SHOULDER REHABILITATION				
a)	Top-up shoulders with gravel material, rip and recompact to a width of 2.0m	10020	m2		

TOTAL OF EXTENDED AMOUNTS OF SCHEDULE OF RATES:	\$
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TOTAL OF GST \$ _____

TOTAL OF EXTENDED AMOUNTS OF SCHEDULE OF RATES: \$ _____
(To be transferred to Tender Documents) **(Incl GST)**

Name of Tenderer

Signature of Tenderer

Date